

- 60.5 Any violation of Applicable Law or regulation regarding the invasion of privacy of any communications carried over CenturyLink's facilities, or that creates hazards to the employees of CenturyLink or to the public, is also considered an impairment of service.
- 60.6 CenturyLink shall give advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by CenturyLink on any Network Element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised CenturyLink may potentially impact CLEC End Users.
- 60.7 The Parties shall provide notice of network changes and upgrades in accordance with 47 C.F.R. §§51.325 through 51.335. CenturyLink may discontinue any Interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. CenturyLink agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.

## **61. MAINTENANCE AND REPAIR**

- 61.1 In the event of an outage or trouble in any service being provided by CenturyLink hereunder, CLEC will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble. Before submitting a repair request to CenturyLink, CLEC will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request.
- 61.2 CenturyLink shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that CenturyLink is able to test, in accordance with the terms and conditions of this Agreement.
- 61.3 During the term of this Agreement, CenturyLink shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. CenturyLink shall provide CLEC with maintenance support at Parity.
  - 61.3.1 For purposes of service restoral, CenturyLink shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with CenturyLink's treatment of its own End Users and applicable State law or regulation, if any.
- 61.4 CenturyLink shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 61.5 All CenturyLink employees or contractors who perform repair service for CLEC End Users shall follow CenturyLink standard procedures in all their communications with CLEC End Users. These procedures and protocols shall ensure that.
  - 61.5.1 CenturyLink employees or contractors shall perform repair service that is equal in quality to that provided to CenturyLink End Users; and
  - 61.5.2 Trouble calls from CLEC shall receive response time priority that is equal to that of CenturyLink End Users and shall be handled on a "first come first served" basis regardless of whether the End User is a CLEC End User or a CenturyLink End User.

- 61.6 On all misdirected calls from CLEC End Users requesting repair, CenturyLink shall provide such CLEC End User with the correct CLEC repair telephone number as such number is provided to CenturyLink by CLEC. If CenturyLink initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the End User Demarcation Point, then CLEC will bear the cost.

## **62. EXPENSES**

- 62.1 Services Provided For By This Agreement for Which No Rate is Listed: In performing under this Agreement, CenturyLink may determine that certain services are required for which no rate is listed. In such event, CenturyLink is entitled to seek recovery of all allowed costs from CLEC for such services. For all such allowable costs, CenturyLink may request amendment of this Agreement. The Parties will negotiate such amendment in good faith. If the Parties fail to reach agreement, either Party may invoke the Dispute Resolution provisions of this Agreement. The effective date of such amendment will be the date of the request of the amendment.
- 62.2 Services Not Provided for By This Agreement: If CLEC makes a request that involves services not provided for by this agreement, CenturyLink will provide a quote to CLEC in a timely manner, and the Parties must agree on appropriate rates prior to CenturyLink's initiation of work or imposition of any charges. If the Parties fail to reach agreement, either Party may invoke the Dispute Resolution provisions of this Agreement.
- 62.3 Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

**ARTICLE V. INTERCONNECTION, TRANSPORT AND TERMINATION OF TRAFFIC****63. SERVICES COVERED**

- 63.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, CLEC will interconnect its network with CenturyLink's network for the transmission, routing and termination of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, Local and Toll VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic. This Agreement is intended only for Local Traffic consisting of wireline to wireline communications, not for Mobile Wireless Service traffic, and neither Party will route Mobile Wireless Service traffic to the other Party (other than Transit Traffic) without first executing a separate written agreement to govern such traffic.
- 63.1.1 This Article governs the Interconnection of network facilities of the Parties, and the transport, termination and billing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic and Transit Traffic between CenturyLink and CLEC.
- 63.1.2 The Parties shall use separate two-way Feature Group D trunks for the exchange of equal-access InterLATA Toll Traffic or IntraLATA Toll Traffic, (other than IntraLATA LEC Toll Traffic, Toll VoIP-PSTN or Jointly Provided Switched Access Traffic), and such trunks shall be ordered out of and subject to the applicable access tariffs.
- 63.1.3 In the event CLEC routes any traffic to CenturyLink in violation of this Agreement, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at access rates irrespective of whether a different rate might apply to such traffic if CLEC had negotiated appropriate arrangements for exchanging such traffic with CenturyLink.
- 63.1.4 Each Party is solely responsible for the services it provides to its End Users and to other providers.

**64. NETWORK INTERCONNECTION METHODS**

- 64.1 This Section sets forth the terms and conditions for Network Interconnection Methods (NIMs) provided between CenturyLink and CLEC for the Interconnection Facilities established between the Parties' networks. Additionally, this Section describes the physical architecture for the interconnection of the Parties' facilities and equipment required for the transmission and routing of Local Traffic, ISP-Bound Traffic, IntraLATA LEC Toll Traffic, VoIP-PSTN Traffic, Transit Traffic and Jointly Provided Switched Access Service Traffic.
- 64.2 CenturyLink shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of Local Traffic and IntraLATA LEC Toll Traffic, at a level of quality equal to that which CenturyLink provides to itself and Affiliates and on rates, terms and conditions that are just, reasonable and non-discriminatory.
- 64.3 Physical Architecture
- 64.3.1 CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical

architecture plan for a specific Local Calling Area. The physical architecture plan will be discussed during joint implementation planning. CLEC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection Facilities between CLEC switch(es) and CenturyLink's End Office Switch(es) and/or Tandem Switch(es). The physical architecture plan will be in accordance with Forecasting and Planning requirements in Article IV.

64.3.2 Either Party must provide thirty (30) Days written notice of any changes to the physical architecture plan.

64.3.3 Each Party is solely responsible for the facilities that carry OS/DA, 911 or Mass Calling for their respective End Users. Separate trunks ordered via ASRs at Tariffed rates must be utilized for connecting CLEC's switch(es) to each of these services.

64.3.4 In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on an overall blocking standard of one percent (1%) during the average busy hour, as defined by Erlang B standards, for the final trunk groups between a CLEC end office and a CenturyLink access Tandem carrying Meet Point traffic and all direct end office trunk groups. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%).

#### 64.4 Points of Interconnection (POIs)

64.4.1 CLEC must establish a minimum of one POI on CenturyLink's network within each LATA in accordance with the terms of this Agreement, except where Indirect Interconnection as described in Section 64.8 is used by CLEC. CLEC shall establish additional POIs or order DTT pursuant to 66.2.8 from the POI on CTL's network under the following circumstances:

- a. CLEC must establish a POI at or order DTT pursuant to Section 66.2.8 from their POI at a CenturyLink Tandem in the LATA to any other CenturyLink Tandem Switches in the LATA where it wishes to exchange (receive or terminate) Local Traffic with CenturyLink or where it has established codes within that tandem serving area.
- b. When a CenturyLink End Office Switch subtends a CenturyLink Tandem Switch, CLEC must establish a POI at or order DTT pursuant to Section 66.2.8 from their POI at a CenturyLink Tandem Switch in the LATA to a CenturyLink End Office when total traffic volumes exchanged between the Parties at that particular CenturyLink End Office (inclusive of any Remote Switches served by that End Office) exceeds, or is expected to exceed, the thresholds as set forth in Section 64.4.2.
- c. When a CenturyLink End Office Switch subtends a non-CenturyLink Tandem, CLEC must establish a POI or order DTT pursuant to Section 66.2.8 from their POI at a CenturyLink Tandem Switch in the LATA to each CenturyLink End Office Switch that subtends a non-CenturyLink Tandem at such time as the thresholds as set forth in Section 64.4.2 have been met.

- d. To the extent CenturyLink's network contains multiple non-contiguous exchanges in the LATA that are not interconnected by CenturyLink-owned network, CLEC must establish a POI at each separate non-interconnected exchange or each separate group of exchanges that are interconnected by CenturyLink-owned network where it wishes to exchange (i.e., receive or terminate) Local Traffic with CenturyLink.

#### 64.4.2 POI Thresholds

- a. When the total volume of traffic exchanged between the Parties at a CenturyLink End Office exceeds three (3) DS1s per month, CLEC must establish a POI with or order DTT pursuant to Section 66.2.8 from their POI at a CenturyLink Tandem Switch in the LATA to CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and remote End Offices, any traffic from Remote Switches will be included in the MOU determination of the traffic from the host End Office
- b. Notwithstanding any other provision to the contrary, if either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route between the Party and the Tandem owner exceed five hundred dollars (\$500.00) for one month, CLEC must establish a POI or order DTT pursuant to Section 66.2.8 from their POI at a CenturyLink Tandem Switch in the LATA to CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days notification from CenturyLink.

64.4.3 CLEC will be responsible for engineering and maintaining its network on its side of a POI. CenturyLink will be responsible for engineering and maintaining its network on its side of a POI. The Parties may utilize any Network Interconnection Method described in this Section 64. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to a POI.

64.4.4 Provided that CLEC chooses a method of interconnection in Sections 64.5.1 and 64.5.3, each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink's as defined Sections 64.5.1 and 64.5.3. Network Interconnection Methods for Direct Interconnection, which may include, but not be limited to the ordering of DTT from CenturyLink. When CLEC uses the BFR process to establish a POI the CLEC shall bear all reasonable costs associated with transport on both sides of the POI to reach CenturyLink's End Office/Control Office Switch or Tandem Switch, and will be responsible for costs of DTT from CLECs POIs to CenturyLink Tandem Switch(es) or End Office(s).

64.4.5 CLEC shall be required to establish a Trunk ACTL for the geographical area of the CenturyLink tandem or End Office switch where the Interconnection trunk terminates.

64.4.6 If CLEC is acting as an IXC and as a competitive local exchange carrier, CLEC must have a unique Operating Company Number (OCN) when ordering as CLEC entity. When CLEC orders IXC Feature Group D Switched Access Services, the access tariff applies.

#### 64.5 Network Interconnection Methods for Direct Interconnection

##### 64.5.1 Leased Facility

- a. Where facilities exist, either Party may lease facilities from the other Party pursuant to applicable access Tariff, or may lease facilities from a third party.
  1. Where facilities exist, CLEC may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport. A Local Interconnection Entrance Facility extends from the CenturyLink Serving Wire Center to CLEC's Switch or other CLEC Premises within CenturyLink's applicable serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities are provided in Table 1. Local Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements, or in a manner inconsistent with the requirements of Section 63.1. CenturyLink's special access service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 66.2.8.1.2. CenturyLink's Switched Access Services are also available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 66.2.8.1.3. CLEC may also lease access facilities from a third party.
- b. To the extent required by Applicable Law, traffic may be delivered to each Point of Interconnection (POI) through Collocation arrangements offered by CenturyLink pursuant to this Agreement, a separate Collocation agreement, or the rates, terms and conditions set forth in CenturyLink's applicable Tariff, where such Tariff is available.

##### 64.5.2 Mid Span Fiber Meet.

- a. The Parties may interconnect at a Mid Span Fiber Meet subject to the following terms and conditions:
  1. The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and technically feasible point between CenturyLink's End Office and CLEC's Premises, and will be within the CenturyLink Local Calling Area.

2. The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span Meet Point and to provide for a point of demarcation between the networks of each party and the ability to control the environment.
3. The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.
4. CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties.
5. CLEC shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any other CLLI code required for the trunks in this Agreement.
6. The Mid Span Fiber Meet will be used exclusively as an Interconnection Facility and cannot be used for other purposes such as Unbundled Network Elements or Access Services.

64.5.3 Third Party ILEC Meet Point using Leased Facilities. If CLEC chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., leased access facilities jointly provisioned by CenturyLink and a third party ILEC), then any portion of such facilities provided by CenturyLink will be ordered from CenturyLink's access Tariff.

64.5.4 Self-Provisioned. CLEC may construct or otherwise self-provision Interconnection facilities.

64.5.5 The parties may establish other Technically Feasible methods of Interconnection via the BFR process unless a particular arrangement has been previously provided to a third party, or is offered by CenturyLink as a product. Such other methods may require this Agreement to be amended.

#### 64.6 Direct Interconnection at the CenturyLink Tandem

64.6.1 Subject to Section 64.4, Interconnection to a CenturyLink Tandem Switch will provide CLEC local Interconnection for Local Traffic to the CenturyLink End Offices, Remote Offices and NXXs which subtend that Tandem Switch.

64.6.2 In accordance with Section 67, interconnection to a CenturyLink Tandem for Transit Traffic purposes will provide access to Telecommunications Carriers which are connected to that same Tandem Switch.

64.6.3 CLEC is responsible for provisioning its traffic to interface into CenturyLink's Tandem at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC orders CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's access services for this, the CLEC shall pay based on CenturyLink's applicable access tariff instead of Table 1.

#### 64.7 Direct Interconnection at the CenturyLink End Office

64.7.1 Interconnection to a CenturyLink End Office Switch will provide CLEC local Interconnection for Local Traffic purposes to the CenturyLink NXX codes served by that End Office Switch and any CenturyLink NXXs served by Remote Switches that subtend that host End Office Switch.

64.7.2 CLEC is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including switch port and any muxing necessary for such purposes. If CLEC uses CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's access services for this, the CLEC shall pay based on CenturyLink's applicable access tariff instead of Table 1.

#### 64.8 Indirect Network Connection

64.8.1 For purposes of this Agreement, "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party ILEC's tandem switch both provides the intermediary transit service and serves CenturyLink's NXXs. Indirect Network Connection for Indirect Traffic is intended only for de minimis traffic associated with CLEC "start-up" market entry into a CenturyLink local exchange. Therefore Indirect Network Connection will be allowed only on routes between CenturyLink end offices and a CLEC switch in instances where, and only so long as, none of the triggers set forth in this Section have been reached.

64.8.2 Indirect Network Connection shall be accomplished by CenturyLink and CLEC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem serving the CenturyLink End Office. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Each Party is responsible for the facilities to the Meet Point with the ILEC on the CenturyLink side of the ILEC Tandem and for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem. Should CLEC request indirect interconnection through a non-ILEC tandem switch, the parties will enter into good faith negotiations with such third parties and will amend this Agreement accordingly.

64.8.3 Notwithstanding any other provision to the contrary, once the total volume of Indirect Traffic exchanged between the Parties at a CenturyLink End Office exceeds 200,000 MOU per month, or the one-way traffic from either Party exceeds 100,000 MOU per month, CMRS must establish a POI with or order DTT pursuant to Section 66.2.8 from their POI at a CenturyLink Tandem Switch in the LATA to CenturyLink's End Office for the mutual exchange of traffic within thirty (30) Days of when the Indirect Traffic exceeds the MOU per month threshold. In situations where CenturyLink's network contains host and Remote Switches, any traffic from Remote Switches will be included in the MOU determination of the traffic from the host End Office.

64.8.4 Notwithstanding any other provision to the contrary, if CenturyLink is assessed transiting costs by a third party and such charges associated



with a single traffic exchange route between the Party and the tandem owner exceed five hundred dollars (\$500.00) for one month, CLEC must establish a POI or order DTT pursuant to Section 66.2.8 from their POI at a CenturyLink Tandem Switch in the LATA to CenturyLink's End Office serving that route for the mutual exchange of traffic within sixty (60) Days.

- 64.8.5 If CLEC has not established a POI within sixty (60) Days after exceeding the triggers in Sections 64.8.3 or 64.8.4, CLEC will reimburse CenturyLink for any transit charges billed by an intermediary carrier after the sixty (60) Day period for traffic originated by CenturyLink. CLEC will also reimburse CenturyLink for any transport costs that would be CLEC's responsibility under the Direct Interconnection terms.
- 64.8.6 Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. To the extent a Party combines Local Traffic, IntraLATA LEC Toll Traffic, Toll VoIP-PSTN Traffic and Jointly Provided Switched Access Service Traffic on a single trunk group for indirect delivery through a third party's Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details.
  - a. Such PLUs will be verifiable with either call summary records, call detail samples, or traffic study documentation. The terminating Party should apportion per Minute Of Use (MOU) charges appropriately.

## **65. SIGNALING AND INTERCONNECTION TRUNKING REQUIREMENTS**

- 65.1 This Section sets forth certain signaling requirements and the terms and conditions for Interconnection provided by CenturyLink and CLEC and provides descriptions of the trunking requirements between CLEC and CenturyLink. This Section describes the required and optional trunk groups for Local and Mass Calling.
- 65.2 Signaling Parameters: CenturyLink and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules and further clarified by the FCC's ICC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different than CPN and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction.
- 65.3 The Parties shall use separate two-way Feature Group D trunks for the exchange of any traffic which is not Local Traffic, except for Toll VoIP-PSTN Traffic,

IntraLATA LEC Toll Traffic and Jointly Provided Switched Access Service Traffic (as defined by MECAB and MECOD) and such trunks shall be ordered out of and subject to the applicable access tariffs. In the event CLEC routes any traffic to CenturyLink in violation of this section, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rates applicable to intrastate access traffic which is not VoIP-PSTN Traffic.

**65.4 One Way and Two Way Trunk Groups.**

65.4.1 The Parties agree to establish bi-directional two-way trunk groups for Local Traffic and IntraLATA LEC Toll Traffic that has not been routed to an IXC separate two-way trunk groups for Jointly Provided Switched Access Traffic. Trunks will utilize Signaling System 7 (SS7) signaling protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF.

65.4.2 Bi-directional two-way trunking for Local Traffic, Transit Traffic, VoIP-PSTN Traffic, IntraLATA LEC Toll Traffic and Jointly Provided Switched Access Traffic will be jointly provisioned and maintained

65.4.3 The costs associated with transporting Information Service Traffic to CLEC shall be the sole responsibility of CLEC. CenturyLink is not obligated under this Agreement to provision orders for reciprocal trunks or build facilities in the establishment of Interconnection arrangements solely for the delivery of Information Service Traffic. Facilities for Information Service Traffic shall be ordered from the appropriate Tariff and CLEC will be obligated to pay the full cost of such facilities. An upfront charge will apply for any new facilities or network modifications requested by CLEC and agreed upon by CenturyLink.

65.4.4 For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. CLEC will also use ASRs to request or make necessary changes in trunking.

65.4.5 With respect to any two-way trunks directionalized as one-way in each direction and separate one-way trunks for local services previously established between the Parties, the Parties will transition such trunks to bi-directional trunks in accordance with the following:

- a. The Parties understand that conversion of trunking arrangements from directionalized to bi-directional requires technical and operational coordination between the Parties. Accordingly, the Parties agree to work together to develop a plan to identify processes, guidelines, specifications, time frames and additional terms and conditions necessary to support and satisfy the standards set forth in the Agreement and implement the conversion of trunking arrangements (the "Conversion Plan").
- b. The Conversion Plan will identify all trunks to be converted from directionalized to bi-directional arrangements.

65.4.6 Separate ancillary trunk groups may be established based on billing, signaling, and network requirements, and will be purchased from the applicable Tariff.

- a. Ancillary trunk groups will utilize Signaling System 7 (SS7) protocol. Multi-frequency (MF) signaling protocol may only be used where CLEC can demonstrate that it is not technically feasible to use SS7 or where CenturyLink otherwise agrees to use MF.
- b. Separate trunk groups may be required by CenturyLink for certain traffic types including, but not limited to:
  1. 911/E911 trunks;
  2. Mass Calling trunks, if applicable; and
  3. Toll Free Service trunks where CLEC provides such service to its End User customers.

#### 65.5 Trunk Groups

65.5.1 CLEC shall provide all SS7 signaling information pursuant to Section 65.2. For terminating Jointly Provided Switched Access, CenturyLink will pass all SS7 signaling information including, without limitation, any CPN and JIP received from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, Carrier Identification Codes (CIC) CCS platform and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all Network Operations Forum (NOF) adopted standards and all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

65.5.2 CLEC and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types.

- a. Any Local Traffic routed over Switched Access Service trunks will be billed the intrastate terminating access rate. Neither party shall route Switched Access Service traffic over Local Interconnection Trunks.
- b. Each Party shall only deliver traffic over the Local Interconnection Trunk Groups to the other Party's Tandem or End Office for those NXX Codes served by that Tandem or End Office as applicable in accordance with the LERG.

#### 65.6 Trunk Servicing

65.6.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASR's on both two-way and one-way trunk groups. Parties will jointly manage the capacity of Local Interconnection Trunk Groups.

65.6.2 Should CLEC request trunking from CenturyLink in excess of the industry traffic engineering design blocking standard set forth in Section 64.3.4. CenturyLink is not obligated to provide such trunking unless CLEC agrees

in writing to pay for the excess trunking on the CenturyLink side of the POI.

65.6.3 Utilization shall be defined as 'trunks required' as a percentage of trunks in service. Trunks required shall be determined using design utilization criteria stated in Section 64.3.4.

65.6.4 Underutilization: Underutilization of Interconnection Trunks and facilities exists when provisioned capacity of trunks in service for more than six (6) months is greater than the current need. This over-provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage will be handled in the following manner:

- a. If a final trunk group is under seventy-five percent (75%) of CCS capacity or a high usage trunk group is under 90% of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases POI requirements and grade of service objectives shall be maintained.
- b. CLEC will send an ASR to CenturyLink to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.
- c. Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) Business Days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.
- d. In the event that CLEC over-forecasts its trunking requirements consistent with this Section, and CenturyLink acts upon this forecast to its detriment, CenturyLink may recoup any actual and reasonable expense it incurs. Such expenses will be recouped for non-recoverable facilities.

65.7 CLEC will be responsible for engineering its network on its side of the Point of Interconnection (POI). CenturyLink will be responsible for engineering its network on its side of the POI.

65.8 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Section shall be in accordance with the Standard Practices as published on the CenturyLink Website. If either CLEC or CenturyLink is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.

65.9 Trunk Data Exchange

65.9.1 Each Party agrees to service trunk groups to the blocking criteria in Section 64.3.4 in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) Day study period. The Parties agree that twenty-one (21) Days

is the study period duration objective unless mutually agreed otherwise.  
The study period will not include a holiday.

#### 65.10 Network Management

- 65.10.1 Restrictive Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and CenturyLink will immediately notify each other of any protective control action planned or executed.
- 65.10.2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
- 65.10.3 Temporary Mass Calling. CLEC and CenturyLink shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

#### 65.11 Technical Interfaces

- 65.11.1 CLEC is responsible for provisioning its traffic to CenturyLink's switch port at the DS1 level, including any muxing necessary for such purposes.
- 65.11.2 Standard Interconnection Facilities shall be Extended Superframe (ESF) with B8ZS line code where available.
- 65.11.3 Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in GR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the Interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Where available, CenturyLink signaling services to link its Signaling Transfer Points (STPs) for CLEC switches which connect to CenturyLink's STPs via "A" links or for CLEC's STPs to connect to CenturyLink's STPs via "D" links which are dedicated to the transport of signaling for local Interconnection, may be ordered from the CenturyLink Tariff.

#### 65.12 Responsibilities of the Parties

- 65.12.1 CLEC and CenturyLink will work cooperatively to install and maintain a reliable network. CLEC and CenturyLink shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and

- State government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
- 65.12.2 CLEC and CenturyLink will review engineering requirements as necessary and establish semi-annual forecasts for facilities utilization provided under this Article.
  - 65.12.3 CLEC and CenturyLink will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
  - 65.12.4 CLEC and CenturyLink will notify each other when there is any change affecting the service requested, including the due date.
  - 65.12.5 CLEC and CenturyLink will recognize that a facility handoff point must be agreed to as part of the process of the Implementation Plan that establishes the demarcation for maintenance and provisioning responsibilities for each Party.
  - 65.12.6 CLEC and CenturyLink will review engineering requirements consistent with the Implementation Plan as described in and as otherwise set forth in this Agreement.
  - 65.12.7 CLEC and CenturyLink will share responsibility for all control office functions for Local Interconnection Trunks and trunk groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
  - 65.12.8 CLEC and CenturyLink will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
  - 65.12.9 CLEC and CenturyLink will perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
  - 65.12.10 CLEC and CenturyLink will advise each other if there is an equipment failure which may affect the Interconnection trunks.
  - 65.12.11 CLEC and CenturyLink will provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours a day, seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
  - 65.12.12 CLEC and CenturyLink will provide to each other test-line numbers and access to test lines.
  - 65.12.13 CLEC and CenturyLink will cooperatively plan and implement coordinated repair procedures for the Meet Point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- 65.13 Neither Party shall use any Interconnection, function, facility, product, Network Element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or

impairs service over any facilities of either Party, its affiliated companies or other connecting Telecommunications Carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

## 66. INTERCARRIER COMPENSATION

### 66.1 General Terms

66.1.1 For compensation purposes, the jurisdiction of a call is determined by the physical location of the origination and termination of such call, except as may otherwise be specified herein for VoIP-PSTN Traffic.

#### 66.1.2 VoIP-PSTN Traffic-

a. Local VoIP-PSTN Traffic. CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. VoIP-PSTN Traffic will be identified as either Local or non-Local by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

#### b. Toll VoIP-PSTN Traffic

1. CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic, including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem, at each Party's access rates, as intrastate and interstate access rates for terminating traffic are at parity. Any non-Local Traffic which is not Toll VoIP-PSTN Traffic shall be routed in accordance with Section 63.12. VoIP-PSTN Traffic will be identified as either Local Traffic or non-Local Traffic by using the

originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Toll VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

2. The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to CenturyLink's interstate access tariff rates. CenturyLink will use the Facilities Percent VoIP Usage (Facility-PVU) factor in Table 1 to determine the portion of the Local Interconnection Entrance Facility, Direct Trunked Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

2.1 The Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination using Local Interconnection Trunks which is Toll VoIP-PSTN Traffic. The Facility-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange.

3. Any factors established by the Parties under Section 66.1.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

## 66.2 Compensation for Transport and Termination of Local Traffic

66.2.1 Reciprocal Compensation applies for transport and termination of Local Traffic terminated by either Party.

66.2.2 The rate elements for transporting and terminating Local Traffic can be found in Table 1. 66.2.3 The terminating Party may bill the other Party Reciprocal Compensation for all Local Traffic MOU routed by the other party for termination.



66.2.4 CLEC and CenturyLink agree to terminate each other's ISP-Bound Traffic and ISP-Bound VNXX on a Bill and Keep basis. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party.

66.2.5 Recording for Reciprocal Compensation

- a. Each Party will calculate terminating MOU based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of Reciprocal Compensation only, measurement of MOU over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. Notwithstanding the above, either Party may use its SS7 data to verify and adjust billing as appropriate.

66.2.6 Recording for Indirect Interconnection

- a. For any traffic exchanged between the Parties via third party Tandems, each Party will either record the traffic it terminates in accordance with this Section, or will utilize records provided by the Tandem provider to invoice for traffic terminating on its network.

66.2.7 Billing Elements for Local Transport and Termination

- a. The transport and termination elements for Local Traffic depend on the type of Interconnection between the Parties.
  1. When the POI is connected to the CenturyLink Tandem Switch or in a Mid-Span Fiber Meet arrangement connected to the CenturyLink Tandem Switch, when calls from CLEC End Users are terminating to CenturyLink End Users through the CenturyLink Tandem Switch, CLEC will pay CenturyLink Tandem Switching, Common Transport, and End -Office termination. CLEC shall also pay Common Transport for calls that terminate at a CenturyLink Remote Switch served by the CenturyLink host End Office Switch.
  2. When the POI is connected to the CenturyLink End Office Switch or in a Mid-Span Fiber Meet arrangement connected to the CenturyLink End Office Switch, and calls from CLEC End Users are terminating to CenturyLink End Users through the End Office Switch, CLEC shall pay CenturyLink End Office termination. CLEC shall also pay Common Transport for calls that terminate at a CenturyLink Remote Switch served by the CenturyLink host End Office Switch.
  3. For Indirect Network Connection, CLEC shall pay Common Transport and End Office termination for calls that terminate at a CenturyLink End Office Switch.

### 66.2.8 Billing Elements for Interconnection Facility

#### a. Local Interconnection Entrance Facility

1. Recurring and nonrecurring rates for Local Interconnection Entrance Facilities are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities.
2. If CLEC chooses to provision facilities over an existing facility purchased as special Access Service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility charges from Table 1.
3. If CLEC chooses to order Interconnection Facilities as Switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility, DTT, and MUX charges from Table 1.

#### b. Recurring rates for Direct Trunked Transport (DTT) are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities. DTT is available between the Serving Wire Center of the Local Interconnection Entrance Facility or Collocation and the terminating and/or transiting Tandem Switch or End Office Switches.

1. When DTT is provided to a Tandem Switch, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Tandem Switching and Common Transport rate elements apply for delivery of traffic to the terminating End Office Switch.
2. Rate band shall be determined for DTT based on the combination of the Serving Wire Center and the Tandem Switch or End Office Switch. Pending system conversions may require a change to a new standard DTT rate structure which will be reflected in an amended Table 1.
3. If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic, the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties.

(i) CenturyLink will bill CLEC for the entire DTT and Local Interconnection Entrance Facility provided by CenturyLink at the rates in Table 1. CLEC will bill CenturyLink for CenturyLink's portion of the same DTT and Local Interconnection Entrance Facility based on the portion defined in (ii) and at the rates in Table 1.

(ii) CenturyLink's portion of the DTT and Local Interconnection Facility will be based on the factor determined by the Parties using the following to assign the minutes for which CenturyLink is responsible:

- All Local Traffic MOU that CenturyLink originates and sends to CLEC.
- All CenturyLink originated IntraLATA LEC Toll MOU that CenturyLink sends to CLEC.
- All other minutes are CLEC's responsibility for purposes of allocating the shared costs.

66.2.9 Multiplexing (DS1/DS3 MUX) is available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the Tariffed rates apply instead of the MUX rates from Table 1.

#### 66.2.10 Trunk Nonrecurring charges

66.2.10.1 Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at the rates in Table 1.

66.2.10.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in Table 1.

66.2.10.3 If the Interconnection Facility is ordered as Switched Access Service, then the applicable Tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

66.2.11 For purposes of compensation between the Parties, CLEC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, CLEC shall assign whole NPA-NXX codes to each Rate Center, subject to State regulatory requirements. If CLEC only obtains thousands blocks instead of whole NPA-NXX codes,

those thousands blocks shall remain rated to the Rate Center associated with the donating NPA-NXX code.

### 66.3 Compensation of non-Local traffic

#### 66.3.1 Percent Local Usage

- a. CenturyLink will determine the jurisdiction of a call if CenturyLink has sufficient call details. When call details are insufficient to determine the jurisdiction for the call, the CLEC will identify in writing the Percent Local Usage (PLU) factor on each Interconnection order to identify its Local Traffic for Reciprocal Compensation purposes. For non-Local traffic, the Parties agree to compensate one another based on the rates included in each Party's access Tariffs. CenturyLink may request CLEC's traffic study documentation of the PLU at any time to verify the PLU and may compare the documentation to studies developed by CenturyLink. Should the documentation indicate that the factor should be changed by CenturyLink, the Parties agree that any changes will be retroactive to all traffic which is determined to have applied an inaccurate factor.
- b. In the absence of a written agreement between the Parties stating otherwise, and except as otherwise provided under Section 66.1.2 for VoIP-PSTN Traffic, the PLU shall not be deemed to account for the jurisdiction of any traffic which may appear to be Local Traffic based upon the originating and terminating call detail information, where such call detail information does not accurately reflect the true geographic end points of the call, and the Parties may seek appropriate compensation for such calls notwithstanding such PLU factor.

66.3.2 Traffic originated to or directed to or through an ISP that is physically located outside the originating End User's Local Calling Area and calls to an ISP which are placed on a non-local basis (e.g. toll calls or 8YY calls) are non-Local traffic for compensation purposes and will be compensated at the appropriate Interstate or Intrastate Switched Access Service rates.

66.3.3 VNXX Traffic is not Local Traffic for purposes of intercarrier compensation, and such VNXX Traffic shall not be subject to Reciprocal Compensation. If the Parties exchange VNXX Traffic, it will be exchanged at a Bill and Keep basis.

#### 66.3.4 Intentionally Left Blank

66.3.5 Unless otherwise required by Applicable Law, in the absence of a written agreement between the Parties stating otherwise, any traffic which is not included within the definition of Local Traffic or otherwise specifically addressed in this Agreement will be compensated at Access Service rates. The right to assess such Access Service charges shall not be deemed to constitute authorization for CLEC to route any traffic in a manner which is not permitted under this Agreement.

**67. TRANSIT TRAFFIC**

- 67.1 Transit Service terms in this Agreement are for the delivery of Transit Traffic. Any Jointly Provided Switched Access Traffic that transits the CenturyLink network will not be considered Transit Traffic and any network functions provided by CenturyLink in connection with such Jointly Provided Switched Access will be provided to the IXC at Switched Access Service rates.
- 67.2 When CenturyLink receives an unqueried call from CLEC to a telephone number that has been ported to another services provider, rates applicable to Transit Service will apply in addition to any query rates.
- 67.3 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, CenturyLink will provide Transit Services for CLEC's connection of its End User to a local End User of: (1) other CLECs, (2) other ILECs (including any CenturyLink ILEC affiliates who may be a Party to this Agreement, other than the CenturyLink ILEC affiliate providing the Transit Service), and (3) CMRS carriers. CenturyLink will only provide a Transit Service where CLEC is interconnected at the same CenturyLink Tandem switch to which the terminating carrier is interconnected. CLEC agrees not to route Transit Traffic to a non-CenturyLink Tandem (i.e., double Tandem Transit Traffic) where the NPA-NXX of the number called is rated within CenturyLink's Tandem serving area, and CLEC shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a terminating carrier as a result of any such double Tandem Transit Traffic routed by CLEC.
- 67.4 CenturyLink may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.
- 67.5 In the event Transit Traffic originated by CLEC is blocked by a third party, CenturyLink shall have no obligation to resolve the dispute. CLEC acknowledges that CenturyLink does not have any responsibility to pay, and CLEC indemnifies CenturyLink against any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by CLEC.
- 67.6 Payment Terms and Conditions
  - 67.6.1 CLEC shall pay a Transit Service Charge as set forth in Table 1 for any Transit Traffic routed to CenturyLink by CLEC.
  - 67.6.2 CLEC shall be responsible for payment of Transit Service charges on Transit Traffic routed to CenturyLink by CLEC and for any charges assessed by the terminating carrier. CLEC agrees to enter into traffic exchange agreements with third-parties prior to routing any Transit Traffic to CenturyLink for delivery to such third parties, and CLEC will indemnify, defend and hold harmless the Transit Service provider against any and all charges levied by such third-party terminating carrier with respect to Transit Traffic, including but not limited to, termination charges related to such traffic and attorneys' fees and expenses.
- 67.7 Exchange of Data
  - 67.7.1 To the extent technically feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and

billing functions. The Parties agree to send all message indicators received.

- 67.8 Notwithstanding any other provision to the contrary, once the volume of Transit Traffic exchanged between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, CenturyLink may, but shall not be obligated to, require CLEC to establish a direct connection with the parties to whom they are sending traffic. CenturyLink also reserves the right to require CLEC to establish a direct connection to the third party if, in CenturyLink's sole discretion, the Tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing Tandem and network configuration. Within sixty (60) Days after CenturyLink notifies CLEC of the requirement to direct connect, CLEC shall establish a direct Interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct Interconnection, CenturyLink may thereafter charge CLEC for such Transit Service at double the Transit Service Charge set forth in Table 1.
- 67.9 In the event a third party files a complaint or other legal action against CenturyLink, or threatens to do so, as a result of a controversy involving Transit Traffic originated by CLEC which is routed to such third party, then upon written notice CenturyLink may require CLEC to (i) directly interconnect with such third party, or (ii) to otherwise cease using Transit Service of CenturyLink for delivery of CLEC-originated traffic to such third party, (iii) or to take such other action which may be mutually acceptable to CenturyLink, and CLEC, in order to protect and remove CenturyLink from such controversy, and CenturyLink may seek legal or equitable relief for purposes of enforcing this paragraph.

## ARTICLE VI. UNBUNDLED NETWORK ELEMENTS

### 68. INTRODUCTION

- 68.1 This Article sets forth the terms and conditions pursuant to which CenturyLink will furnish CLEC with access to UNEs pursuant to §251(c)(3) of the Telecommunications Act for the provision by CLEC of a Telecommunications Service in CenturyLink's incumbent Local Exchange areas. Notwithstanding any other provision of this Agreement, CenturyLink shall only be obligated to provide UNEs and UNE Combinations to CLEC to the extent required by this Agreement and Applicable Law.
- 68.2 CLEC shall pay CenturyLink the recurring and non-recurring charges listed in Table 1 or, if not listed on Table 1, as listed in the applicable Tariff, or as agreed to by the Parties in accordance with Section 68.3 for the UNEs provisioned.
- 68.3 If CLEC procures any UNEs, UNE Combinations and/or other services for which rates are not currently in this Agreement, CenturyLink then reserves the right to charge CenturyLink's then standard rates, if any, for such UNEs, UNE Combinations and/or other services, or to develop a rate using an appropriate methodology, which rate shall be subject to dispute resolution, if necessary.
- 68.4 Access to UNEs shall be provided by CenturyLink under this Agreement only over such routes, technologies, and facilities as CenturyLink may be required by applicable law to make available to CLEC. Where facilities and equipment are not available, CenturyLink will not be required to provide UNEs.
- 68.5 Subject to the terms herein, CenturyLink is responsible only for the installation, operation and maintenance of the as-ordered UNEs it provides pursuant to the terms of this Agreement. CenturyLink is not otherwise responsible for any services provided by CLEC through the use of those UNEs.
- 68.6 Operations Support Systems (OSS). CenturyLink will offer unbundled access to CenturyLink's OSS to the extent technically feasible in a non-discriminatory manner. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyLink's databases and information. The OSS element includes access to all Local Loop qualification information contained in CenturyLink's databases or other records, including information on whether a particular Local Loop is capable of providing Advanced Services.

### 69. USE OF UNES

- 69.1 Nondiscriminatory Access to UNEs. To the extent required by Applicable Law, CenturyLink will provide CLEC with nondiscriminatory access to the UNEs made available in accordance with the terms and conditions of this Agreement. CenturyLink will provide access to UNEs where technically feasible.
- 69.2 Subject to the terms and conditions of this Article, CLEC may order each such UNE individually or, to the extent permitted by Applicable Law, in Combination with other CenturyLink Network Elements or UNEs (Combinations) in order to permit CLEC to provide Telecommunications Services to its End Users. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine CenturyLink provided UNEs with any and all facilities and services whether provided by CenturyLink, CLEC, or any other party. CLEC may Commingle UNEs with Wholesale Services or Tariffed access services obtained from

CenturyLink as provided for in this Agreement. UNEs provided to CLEC under the provisions of this Agreement remain the property of CenturyLink.

### 69.3 Non-impaired Wire Centers

69.3.1 Wire Centers that have been identified by CenturyLink as Tier 1 and Tier 2 Wire Centers and those Wire Centers which exceed the thresholds for DS1 and DS3 Loops, as described in this Article, are listed on CenturyLink's website.

69.3.2 If CLEC has any DS1 and DS3 UNEs previously in service which CenturyLink is not required to unbundle by virtue of Tier 1 and Tier 2 Wire Center designations, or because the Wire Centers exceed the thresholds for DS1 Loops or DS3 Loops, as identified on CenturyLink's website, such UNEs must be immediately converted to an alternative service arrangement, and CLEC is subject to backbilling for the difference between the UNE rate and the rates for the comparable access service arrangements back to either the date the UNE service was installed or the date the service became non-impaired, whichever is shorter. If CLEC fails to promptly submit the necessary orders to convert and complete the transition of such UNEs to alternative service arrangements, CenturyLink will be entitled to convert the UNEs to comparable Access Services at applicable monthly services rates, CenturyLink will assess and CLEC agrees to pay an appropriate non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.

69.3.3 If CenturyLink identifies Wire Centers in addition to those currently listed on CenturyLink's website that exceed the applicable FCC impairment thresholds as found within the terms of this Article, or if the Wire Centers previously designated as unimpaired change classifications based upon the thresholds found within this Article, then the following provisions shall be applicable;

- a. CenturyLink will provide CLEC notice in accordance with the notice provisions of this Agreement and CenturyLink will also post such information on its website.
- b. CLEC will not order new DS1, DS3 and Dark Fiber UNE Loops/Transport for the newly identified or reclassified Wire Centers beginning thirty (30) Days after the date of the notice. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the Parties will abide by the Commission's decision.
- c. CLEC must submit the necessary orders to convert any UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers to an alternative service arrangement within sixty (60) Days of the above notice date, (except for Dark Fiber UNEs which shall be subject to the transition period specified in the following paragraph) and CLEC is subject to back billing for the difference between the UNE rate and the rates for the comparable Access Service arrangements to a date which is sixty (60) Days after the date of the notice identifying such new or reclassified Wire



Centers. If CLEC fails to submit the necessary orders before the end of sixty (60) Days from the above notice date, CenturyLink will be entitled to convert the UNEs to comparable Access Services. CenturyLink will assess, and CLEC also agrees to pay, an appropriate non-recurring charge per circuit for the work performed by CenturyLink on behalf of CLEC.

- d. CLEC must begin negotiations to disconnect or convert to an alternative service any Dark Fiber UNEs which CenturyLink is no longer required to provide as a result of the addition or reclassification of such Wire Centers within sixty (60) Days of the above notice date, and CLEC shall be subject to backbilling at a rate which is applicable to the alternative service, or if no alternative service is arranged, then at a rate which is equal to the highest special access dedicated transport rate available under CenturyLink's tariffs. Should the Parties not come to agreement on a transition plan to convert such non-impaired Dark Fiber UNEs, CenturyLink may disconnect such dark fiber six (6) months after the above notice date.

69.4 CLEC may use Network Elements provided under this Agreement for any Telecommunications Service subject to the conditions listed below. By placing an order for UNEs, CLEC certifies that these requirements are met.

69.4.1 Any combination of the following, where both are provided by CenturyLink, are subject to the EEL use restrictions in this Agreement. Such restrictions apply irrespective of the manner in which the Local Loops and transport are combined.

- a. high capacity Local Loops (DS1, DS3), to the extent available, and special access transport (a commingled facility); or
- b. special access channel terminations (DS1, DS3) and Dedicated Transport (DS1, DS3), to the extent available (a commingled facility); or
- c. high capacity Local Loops (DS1, DS3) and Dedicated Transport (DS1, DS3).

69.4.2 CLEC may not order or use a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting CenturyLink's network and CMRS carriers' networks do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for the exclusive provision of Mobile Wireless Service.

69.4.3 CLEC may not order or use a UNE for the exclusive provision of Interexchange Services, or long distance services. Facilities connecting CenturyLink's network and Interexchange Carriers' networks used by the Interexchange Carrier to provide such services to End Users do not qualify as UNEs and will not be available to CLEC as UNEs. CLEC may not order or use a UNE for the sole purpose of selling it to another carrier for Interexchange Services.

69.4.4 CLEC may not order or use a UNE for CLEC's own use, administrative or otherwise.

69.4.5 An Information Service is not an eligible telecommunications service except that CLEC can use unbundled Local Loops to provide xDSL services in accordance with this Agreement.

## **70. INDIVIDUAL CASE BASIS PRICING**

70.1 Individual Case Basis (ICB) pricing will be provided by CenturyLink upon request from CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement. The BFR process in Section 52 must be followed in connection with such requests.

70.2 CenturyLink will process ICB Pricing requests upon receipt from CLEC. CenturyLink will provide CLEC a price quote within thirty (30) Business Days from the receipt of the request or will provide notification regarding the expected date for the quote. Price quote intervals may vary depending upon the complexity of the request.

## **71. NETWORK INTERFACE DEVICE**

71.1 Apart from its obligation to provide the existing Network Interface Device (NID) functionality as part of an unbundled Local Loop or subloop, CenturyLink also will provide nondiscriminatory access to either side of the NID on an unbundled basis. Subject to this Section and its subsections, CenturyLink shall provide access to the existing NID as a UNE under the following terms and conditions. Rates and charges applicable to UNE NIDs are set forth in Table 1.

71.2 Under no circumstances shall CLEC connect to either side of the NID or to the End User's Inside Wiring unless the CenturyLink network is first properly disconnected from the End User's Inside Wiring as set forth in this Article.

71.3 Except in multi-unit tenant properties where CenturyLink owns and maintains control over inside wire within a building, maintenance and control of the End User's inside wiring (i.e., on the End User's side of the Demarcation Point) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the Demarcation Point must be resolved by the End User.

71.4 CLEC may obtain unbundled access to the NID on CenturyLink's network side or the End User Access side on a stand-alone basis to permit CLEC to connect its own loop facilities to the premises wiring. CLEC may not connect to the End User Access side of the NID except as a UNE in accordance with these terms.

71.5 CLEC may elect to disconnect CenturyLink's Local Loop from the NID on the Customer Access side of the NID, but CLEC shall not perform any disconnect on the network side of the NID. CenturyLink, at the request of CLEC, will disconnect the CenturyLink Local Loop from the NID or will arrange access to the network side of the NID for any purpose. The charges reflected in Table 1 will apply to any CenturyLink dispatch for any purpose initiated at CLEC's request.

71.6 CLEC shall maintain a connection to ground on its network that meets applicable industry standards. In the case of a NID-to-NID connection, each Party shall ground its NID independently of the other party's NID.

- 71.7 With respect to multiple dwelling units or multiple-unit business premises, CLEC shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyLink's NID. CenturyLink will provide CLEC with information that will enable its technician to locate End User premises wiring at NIDs that terminate multiple subscribers. CenturyLink will dispatch a technician and tag the wiring at CLEC's request.
- 71.8 Any repairs, upgrade and/or rearrangements to the NID requested or required by CLEC will be performed by CenturyLink based on the Stand Alone NID Charges set out in Table 1.
- 71.9 CenturyLink will make available to CLEC any existing installed NID at the time CLEC seeks Interconnections to such NID to serve an End User. CenturyLink shall be under no obligation to install a new NID in order to enable CLEC to interconnect to such NID.
- 71.10 CLEC shall not access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. CLEC shall not attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. CLEC shall not remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.
- 71.11 CLEC may access the End User side of a CenturyLink NID for the purpose of disconnecting and capping off the End User's premises wiring or removing the End User's premises wiring for connection to CLEC's NID without incurring a charge from CenturyLink. Any access to the End User's side of a CenturyLink NID that involves the insertion of or use of any wiring owned or provided by CLEC in making a connection of any type to the End User premises wiring or to any CenturyLink NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyLink NID as a UNE.
- 71.12 CLEC may request any additional types of access to the NID not specifically referenced above. CenturyLink will consider the requested type of access via the BFR process set forth in this Agreement.
- 71.13 CLEC shall be liable to CenturyLink for any damage to a CenturyLink NID caused by improper or unauthorized use of CenturyLink's NID by CLEC. In addition to any monetary damages that CenturyLink may be entitled to recover as a result of such damages, CenturyLink shall also be entitled to seek injunctive relief to prevent further NID damages. Such damages may include but are not limited to dispatch charges, NID replacement costs and network reconnections and repairs.

## 72. LOOP

- 72.1 Subject to Section 72 and its subsections, CenturyLink will provide CLEC access to UNE Loops under the following terms and conditions. Rates and charges applicable to UNE Loops are set forth in Table 1. To the extent required by Applicable Law, CenturyLink will make available the UNE Local Loops set forth below between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Local Loop Demarcation Point at an End User's premises. The UNE Local Loop will include any existing NID. The Parties acknowledge and agree that CenturyLink shall not be obligated to provision any of the UNE Local loops provided for herein to cellular sites or any location that does not constitute an End User premises. Subject to the restrictions of Section 72.11.2, UNE Loops

includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by CenturyLink.

72.1.1 The Local Loop UNE includes, but is not limited to, copper UNE Loops (2-wire and 4-wire analog voice grade Copper Loops, and digital Copper UNE Loops), and, to the extent required by Applicable Law, DS1 Loops and DS3 Loops, where such Loops are deployed in CenturyLink Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.

72.1.2 Terms and conditions for making any network modifications resulting from CLEC's request for Local Loops, including replacement or upgrade of any existing NID, are contained in Section 80.

72.1.3 Loop Conditioning. Conditioned loops are Local Loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. CenturyLink will condition Local Loops at CLEC's request and will assess charges for loop conditioning in accordance with the prices listed in Table 1. CenturyLink recommends that CLEC utilize the Loop Make-Up process in Section 74 prior to submitting orders for loops intended for Advanced Services,

72.1.4 Tag and Label. At CLEC's request, CenturyLink will tag and label unbundled Local Loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

- a. CenturyLink will include the following information on the label: order number, due date, CLEC name, and the circuit number.
- b. CLEC must specify on the order form whether each Loop should be tagged and labeled.
- c. The rates for Loop tag and label and related services are set forth on Table 1. A trip charge may be billed in addition to the Tag and Label charges.

72.2 Loop Testing. At CLEC's request, and if Technically Feasible, CenturyLink will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. To the extent CLEC requests testing that would require CenturyLink to purchase new equipment, establish new procedures, or make systems modifications, CLEC will compensate CenturyLink for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in Article IV.

72.2.1 CLEC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the Standard Practices published on the CenturyLink Website. Before contacting CenturyLink's Trouble Maintenance Center (CTMC), CLEC must first conduct trouble isolation to ensure that the trouble does not originate from CLEC's own equipment or network or the equipment of CLEC's customer.

- 72.2.2 Testing shall include Basic Testing, Optional Cooperative Testing and Joint Testing. Optional Cooperative Testing and Joint Testing are performed only at CLEC's request and at CLEC's cost.
- 72.2.3 Basic Testing shall include simple metallic measurements only. Basic Testing does not include cooperative or joint testing efforts that require CenturyLink's technician to work jointly with CLEC.
- 72.2.4 Cooperative Testing is provided on Service Order activity only and will be provided by CenturyLink at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.
- 72.2.5 Joint Testing is provided at CLEC's request on maintenance activity only and will be provided by CenturyLink at CLEC's expense. Loops involving multiplexing, and IDSL Loops or Subloops that are provisioned through repeaters or digital loop carriers, prohibit the reading of a short or open circuit.
- 72.2.6 For either Cooperative Testing or Joint Testing, CenturyLink technicians will try to contact CLEC's representative to initiate Joint Testing after completing the requested activity. If CLEC does not respond within three (3) minutes, CenturyLink may, in its sole discretion, continue its attempts to contact CLEC's representative, and bill CLEC in increments of fifteen (15) minutes for the technician's time for so long as such efforts continue, or CenturyLink may abandon the test and CLEC will be charged for the test and any additional technician time involved (beyond the initial 3 minutes) at the rates set forth in Table 1.
- 72.2.7 CenturyLink will charge CLEC at the rates set forth on Table 1, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network or on the CLEC End User's side of the Demarcation Point.
- 72.3 Analog Loops. The following types of analog Local Loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in Table 1.
  - 72.3.1 2-Wire Analog Loop. A "2-Wire Analog Loop" is a transmission facility which supports analog voice frequency, voice band services with loop start or ground start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
  - 72.3.2 4-Wire Analog Loop. A "4-Wire Analog Loop" is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog Loop provides separate transmit and receive paths.
  - 72.3.3 CenturyLink will provide analog Loops as Copper Loops, Hybrid Loops, and where required by Applicable Law, FTTH Loops and FTTC Loops, based on available facilities.
- 72.4 xDSL Loops
  - 72.4.1 Pursuant to the terms and conditions contained in this Article, CLEC may order xDSL-capable loops and/or line conditioning for Copper Loops in

order to render such loops capable of transmitting the digital signals needed to provide Digital Subscriber Line services (DSL).

**72.4.2** Upon request, CenturyLink shall provide to CLEC.

- a. information with respect to the spectrum management procedures and policies that CenturyLink uses in determining which services can be deployed;
- b. information with respect to the rejection of CLEC's provision of Advanced Services, together with the specific reason for the rejection; and
- c. information with respect to the number of loops using Advanced Services technology within the binder and type of technology deployed on those loops.

**72.4.3** When CLEC orders an xDSL Loop or Digital Subloop that will be used to provide xDSL service, CLEC will use the applicable ordering code where one has been provided by CenturyLink. Where an applicable ordering code has not been provided by CenturyLink, CLEC will note that the loop or subloop will be used to provide an xDSL service in the "Remarks" section of the Local Service Request (LSR). In connection with the provision of Advanced Services, CLEC shall provide to CenturyLink the following information on the type of technology that CLEC seeks to deploy.

- a. information in writing (via the Service Order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
- b. the SMC (i.e., PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify CenturyLink in writing of the requested change in SMC (via a Service Order).
- c. to the extent not previously provided CLEC must disclose to CenturyLink every SMC that CLEC has implemented on CenturyLink's facilities to permit effective Spectrum Management.
- d. Where CLEC relies on a calculation-based approach to support deployment of a particular technology, CLEC must provide CenturyLink with information on the speed and power at which the signal will be transmitted.

**72.5** Reverse ADSL Loops. If CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to CenturyLink's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a Host or Remote, and then to the subscriber, the copper plant from the outside location to the CenturyLink Host or Remote central office must be a facility dedicated to ADSL transmission only and not part of CenturyLink's regular feeder or distribution plant.

**72.6** Digital Loops. The following types of digital Local Loop UNEs will be provided at the rates, terms, and conditions set out in this Article and in Table 1: On digital

Loops, CenturyLink will only provide testing for electrical continuity and line balance.

72.6.1 2-Wire Digital Loop. A "2-Wire Digital UNE Loop" is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire Digital Loop will be provisioned in accordance with industry standards.

72.6.2 A DS1 UNE Loop provides a digital transmission facility from a CenturyLink Central Office to an End User's premises and having bandwidth up to 1.544 Mbps. DS1 UNE Loops will be offered and/or provided pursuant to 72.8 below.

72.6.3 DS3 UNE Loop provides a digital transmission facility from a CenturyLink Central Office to an End User's premises and having bandwidth up to 45 Mbps. DS3 UNE Loops will be offered and/or provided pursuant to 72.9 below.

72.6.4 CenturyLink shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Article II of this Agreement.

72.7 Non-Standard Digital Loops. If CLEC requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), CenturyLink will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in this Section 72 are applicable.

## 72.8 DS1 Loops

72.8.1 Subject to the cap in Section 72.8.2, CenturyLink will provide CLEC nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no DS1 Loop unbundling will be required in that Wire Center and CLEC agrees to cease ordering DS1 UNE Loops in that Wire Center.

72.8.2 In Wire Centers not listed on CenturyLink's website, CLEC shall not be entitled to obtain more than ten (10) DS1 UNE Loops to any single building. Accordingly, CLEC will cease ordering DS1 UNE Loops once CLEC has obtained ten (10) DS1 UNE loops at any single building.

72.8.3 Where CenturyLink is not required to provide DS1 UNE Loops pursuant to Sections 72.8.1 and 72.8.2, CLEC may not obtain new DS1 loops as UNEs, and any DS1 UNE Loops in excess of the limits described in this Section may be converted by CenturyLink to Special Access.

## 72.9 DS3 Loops

- 72.9.1 Subject to the cap described in Section 72.9.2, CenturyLink shall provide CLEC with nondiscriminatory access to a DS3 UNE Loop to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center and CLEC agrees to cease ordering DS3 UNE Loops and to convert existing DS3 UNE Loops to an alternative service. The Wire Centers that meet these requirements as of the date of this Agreement are listed on CenturyLink's website.
- 72.9.2 In Wire Centers not listed on CenturyLink's website, CLEC may obtain a maximum of one (1) unbundled DS3 loop to any single building in which DS3 loops are available as unbundled Local Loops. Accordingly, CLEC will cease ordering DS3 UNE Loops once CLEC has obtained one DS3 UNE loop at any single building.
- 72.10 Hybrid Loops. CenturyLink will provide CLEC access to Hybrid Loops for the provision of narrowband services as provided below.
- 72.10.1 When CLEC requests access to a Hybrid Loop for the provision of narrowband services, CenturyLink may elect to provide CLEC nondiscriminatory access either to an entire Hybrid Loop capable of voice grade services (i.e., equivalent to DS0 capacity) using time division multiplexing, or to a spare Copper Loop serving that customer on an unbundled basis. CenturyLink shall not be required to provide CLEC unbundled access to the Packet Switched features, functions and capabilities of a Hybrid Loop.
- 72.11 FTTH and FTTC Loops
- 72.11.1 New builds. CenturyLink will not provide CLEC with non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyLink deploys such loop to an End User's premises that previously has not been served by any loop facility.
- 72.11.2 Overbuilds. CenturyLink will not provide CLEC non-discriminatory access to a FTTH or FTTC loop on an unbundled basis when CenturyLink has deployed such a loop in parallel to, or in replacement of, an existing Copper Loop facility, except that:
- a. CenturyLink will maintain the existing Copper Loop connected to the particular End User's premises after deploying the FTTH or FTTC loop and provide CLEC non-discriminatory access to that copper loop on an unbundled basis, unless CenturyLink retires the Copper Loop pursuant to 47 C.F.R. §51.319 (a)(3)(iv). CenturyLink is not required to incur any expenses to ensure that the existing Copper Loop remains capable of transmitting signals prior to receiving a request from CLEC for such loop. Once a request for the loop is received, CenturyLink will restore the copper loop to serviceable condition based upon CLEC's request and at CLEC's expense.
  - b. If CenturyLink retires a Copper Loop pursuant to 47 C.F.R. §51.319 (a)(3)(iv), CenturyLink will provide CLEC non-discriminatory access to one 64 kilobits per second transmission



path capable of voice grade service over the FTTH or FTTC loop on an unbundled basis.

72.12 Dark Fiber Loops. CenturyLink is not required to provide CLEC with access to Dark Fiber Loops on an unbundled basis.

72.13 Sub-Loops. A subloop is defined as a portion of the full Local Loop that is technically feasible to access at an access terminal on CenturyLink's outside transmission facilities. An access terminal is any point on the loop where technicians can access the wire or fiber within a cable without removing the splice case or outer sheath (e.g., accessed via screw posts, terminals, patch panels). To the extent they meet the above definition, such points may include a pole or drop pedestal, the serving area interface, or the network interface device. Available subloops are:

72.13.1 Feeder: a transmission path between the MDF in any type of CenturyLink switch Premises and a subtending FDI or functional equivalent. CenturyLink is not obligated to offer feeder sub-loops as a UNE.

72.13.2 Distribution subloop: a transmission path between an FDI or its functional equivalent and an available access terminal at or near a subtending End User premises.

72.13.3 Multi-unit premises wiring subloop: a transmission path between a CenturyLink terminal at or near a multiunit premises, such as a pole or pedestal, the NID, or the minimum point of entry, and the End User Demarcation Point, including inside wire that is owned or controlled by CenturyLink at a multiunit customer premises.

a. CenturyLink will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

72.13.4 CenturyLink will consider all requests for access to subloops through the collocation application process due to the wide variety of Interconnections available. A written response will be provided to CLEC covering the Interconnection time intervals, prices and other information through the use of the collocation application process.

72.13.5 Except as may otherwise be expressly provided under Applicable Law, CenturyLink shall not be required to provide CLEC access to dark fiber subloops.

72.13.6 The UNE subloop will include any existing NID. Terms and conditions for making any network modifications resulting from CLEC's request for subloops, including replacement or upgrade of any existing NID, are contained in Section 80.

72.13.7 Copper Subloops. CenturyLink will provide CLEC with access to copper sub-loops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLEC to provide voice-grade services as well as digital subscriber line services.

72.13.8 Fiber Subloops. On a route where CenturyLink is required by law to provide CLEC with non-discriminatory access to a FTTH or FTTC loop, CLEC may also request a subloop consisting of a single 64 kilobits per second transmission path capable of voice grade service over the FTTH or FTTC loop.

72.13.9 Deployment of Advanced Services by CLEC over subloops will be in accordance with the terms included in Section 72.4.3.

### **73. INTENTIONALLY LEFT BLANK**

### **74. LOOP MAKE-UP INFORMATION**

74.1 At the request of CLEC, CenturyLink will provide CLEC with nondiscriminatory access to its Loop Make-Up Information as it exists in CenturyLink database and records. The charges for Loop Make-Up Information are set forth in Table 1 to this Agreement.

74.2 CenturyLink shall provide Loop Make-Up Information based on the individual telephone number or address of an End User in a particular Wire Center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the CenturyLink LTD network.

74.3 Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to CLEC.

74.4 CenturyLink may provide the requested Loop Make-Up Information to CLEC in whatever manner CenturyLink would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e., fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Make-Up Information.

74.5 If CLEC does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:

74.5.1 CLEC will pay a Trouble Isolation Charge to determine the cause of the failure;

74.5.2 If CenturyLink undertakes Loop Make-Up Information activity to determine the reason for such failure, CLEC will pay a Loop Make-Up Information Charge; and

74.5.3 If CenturyLink undertakes Conditioning activity for a particular loop to provide for the successful installation of Advanced Services, CLEC will pay applicable conditioning charges. All charges will be as set forth in Table1.

### **75. LOCAL CIRCUIT SWITCHING**

75.1 CenturyLink is not required to provide access to local circuit switching on an unbundled basis.

**76. DEDICATED TRANSPORT**

- 76.1 CenturyLink shall provide CLEC with nondiscriminatory access to Dedicated Transport on an unbundled basis, as set forth in this Agreement.
- 76.1.1 Subject to the limitations set forth in Sections 76.3 and 76.4, UNE Dedicated Transport will be provided only where such facilities are Currently Available at the time of CLEC's request, and only over routes where CenturyLink is required to make UNE Dedicated Transport available pursuant to Applicable Law.
- 76.1.2 Notwithstanding any other provision of this Agreement, CenturyLink is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of CenturyLink's Wire Centers.
- 76.2 Subject to availability and the limitations in this Section, CenturyLink will provide UNE Dedicated Transport only at the following digital signal speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps). UNE Dedicated Transport shall be dedicated to CLEC's designated traffic.
- 76.3 DS1 Dedicated Transport. CenturyLink will provide DS1 Dedicated Transport between any pair of CenturyLink Wire Centers that are classified as Tier 2 or Tier 3 on one or both ends of the route. CLEC may obtain a maximum of ten (10) DS1 Dedicated Transport circuits on each route where DS1 Dedicated Transport is available on an unbundled basis.
- 76.3.1 Where CenturyLink is not required to provide DS1 Dedicated Transport pursuant to Sections 69 and 76, CLEC may not obtain new DS1 Dedicated Transport as unbundled Network Elements.
- 76.4 DS3 Dedicated Transport. DS3 Dedicated Transport shall be made available to CLEC on an unbundled basis as set forth below. DS3 Dedicated Transport consists of CenturyLink interoffice transmission facilities that have a total digital signal speed of 44.736Mbps and are dedicated to a particular customer or carrier.
- 76.4.1 CenturyLink will provide DS3 Dedicated Transport between any pair of CenturyLink Wire Centers that are classified as Tier 2 and Tier 3 on one or both ends of the route. CLEC may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each route where DS3 Dedicated Transport is available on an unbundled basis.
- 76.4.2 Where CenturyLink is not required to provide DS3 Dedicated Transport pursuant to Sections 69 and 76, CLEC may not obtain new DS3 Dedicated Transport.
- 76.4.3 Any DS3 Dedicated Transport service provided to CLEC that CenturyLink is not obligated to unbundle pursuant to Sections 69 and 76, shall be subject to the following:
- a. Such DS3 Dedicated Transport must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLEC fails to convert and complete the transition of such DS3 Dedicated Transport to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, CenturyLink will convert the DS3 Dedicated Transport to comparable Access Services.

CenturyLink will assess the conversion charge and management fee in Table 1 per conversion for the work performed by CenturyLink on behalf of CLEC, and CLEC agrees to pay the charges and fees assessed.

## **77. DARK FIBER TRANSPORT**

77.1 Dark Fiber is an existing fiber facility that has not been activated through connection to the optronics that "light" it and render it capable of carrying a Telecommunications Service. Dark Fiber is unlit optic cable that is deployed within CenturyLink's network.

77.2 CenturyLink shall provide access to unbundled Dark Fiber Transport under the following terms and conditions. Availability, rates and charges applicable to Dark Fiber Transport will be provided through the BFR process.

77.3 CenturyLink shall unbundle Dark Fiber Transport only when either CenturyLink Wire Center defining the route is a Tier 3 Wire Center.

77.3.1 Where CenturyLink is not required to provide unbundled Dark Fiber Transport, CLEC may not obtain new Dark Fiber Transport as a UNE.

### **77.3.2 Maintenance and Testing**

- a. CenturyLink is only responsible for maintaining the facilities that it owns. Dark Fiber will be provided as is. No conditioning will be offered, and CenturyLink will not be required to condition Dark Fiber on CLEC's behalf.
- b. CenturyLink is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate CLEC requirements.
- c. CenturyLink does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time. CenturyLink agrees to conduct cooperative testing with CLEC at CLECs request and cost. Cost for the tests will be determined at the time of the testing request.

### **77.3.3 Dark Fiber Availability**

- a. Dark fiber requests will be handled on a first come, first served basis, based on the date the BFR Application is received.
- b. Spare fibers in a sheath are not considered available if CenturyLink has plans to put the fiber in use within the current year or the following year.
- c. CenturyLink will also maintain fibers to facilitate maintenance, rearrangements and changes. CenturyLink will generally reserve eight percent (8%) of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of seventy two (72) fibers.
- d. Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available.

- e. Fibers assigned to any carrier that are still pending optronics installations will be deducted from the total number of spare fibers that would otherwise be available.

#### 77.3.4 Access to Dark Fiber Transport

- a. Virtual and Physical Collocation arrangements may be used by CLEC to locate the optical equipment necessary to "light" leased Dark Fiber. On routes where CenturyLink is required to unbundle Dark Fiber Transport pursuant to Section 77.3, CenturyLink will only provide CLEC access to such Dark Fiber Transport where CLEC has Collocation space, leased as provided in Article IX, in each CenturyLink Central Office or Wire Center where the requested Dark Fiber Transport fiber(s) terminates.
- b. At CenturyLink Central Offices, Dark Fiber Transport terminates on a fiber distribution frame (or its equivalent) in the Central Office. The demarcation point for Dark Fiber Transport at Central Offices and remote terminals will be in a CenturyLink-approved Splitter shelf or fiber patch panel. This arrangement allows for non-intrusive testing.
- c. If fiber patch panels (FPPs) or Splitter shelves are not located within close enough proximity for a fiber patch cord, CLEC must submit an BFR for the purchase and installation of intraoffice cabling.
- d. Establishment of applicable fiber optical equipment or intermediate repeaters needed to power the unbundled Dark Fiber Transport in order to carry Telecommunications Services is the responsibility of CLEC.

#### 77.3.5 Dark Fiber Transport Application and Ordering Procedure

- a. CLEC will submit a Dark Fiber Application (DFA) and application fee to request that CenturyLink determine the availability of Dark Fiber Transport between the CLEC-specified locations. The application fee noted on Table 1 will be charged to CLEC for each application submitted by CLEC.
- b. If Dark Fiber Transport is not available, CenturyLink will notify CLEC of the DFA rejection. If CLEC contests the rejection, CLEC will follow the Dispute Resolution Process provided in this Agreement.
- c. If Dark Fiber Transport is available, CLEC will notify CenturyLink of acceptance/rejection of Dark Fiber Transport quote, via a firm order, within ten (10) Business Days of receipt of quote. CLEC will submit a firm order for Dark Fiber Transport via an ASR.
- d. CenturyLink will reserve the requested Dark Fiber Transport for CLEC during these ten (10) Business Days. If CLEC does not submit a firm order by the tenth (10th) Business Day, the requested Dark Fiber Transport will no longer be reserved. Thereafter, CLEC must submit another DFA and application fee.

- e. By submitting the Dark Fiber firm order, CLEC agrees to pay quoted monthly recurring and non-recurring charges. See Table 1 for monthly recurring and non-recurring charges.
- f. Billing of the monthly recurring and non-recurring charges will begin upon completion by CenturyLink of the Dark Fiber Transport order.
- g. If CLEC cancels firm order before the established due date, CLEC agrees to reimburse CenturyLink for all costs incurred by CenturyLink related to the DFA and the firm order.

#### 77.3.6 Rules for Reclaiming Dark Fiber

- a. If, at any time, CenturyLink determines that it will not have sufficient fiber to meet its bandwidth requirements within the twelve (12) months following the determination, CenturyLink may reclaim from CLEC the right to use the Dark Fiber, whether or not CLEC is utilizing the Dark Fiber.
- b. CenturyLink will provide CLEC six (6) months written notice of its intention to reclaim Dark Fiber.
- c. CenturyLink will provide CLEC with alternative transport options and costs when CenturyLink reclaims Dark Fiber.
- d. The Dispute Resolution Procedures found in this Agreement will be followed if CLEC contests CenturyLink's decision to reclaim Dark Fiber.

### 78. UNE COMBINATIONS

78.1 Subject to Applicable Law and the terms and conditions in this Section, CenturyLink will make available to CLEC Enhanced Extended Links (EELs) and other forms of UNE Combinations.

#### 78.2 General Terms and Conditions

78.2.1 Upon CLEC's request, and subject to Section 78.2.3, CenturyLink will provide UNEs in a manner that allows CLEC to combine such Unbundled Network Elements in order to provide a Telecommunications Service to its End Users.

78.2.2 CenturyLink shall not separate UNEs requested by CLEC that CenturyLink currently combines in its network to provide local service. CenturyLink will provide CLEC access to UNE Combinations that CenturyLink ordinarily combines in its network without requiring CLEC to submit a BFR. CLEC must submit a BFR for UNE Combinations not considered "ordinarily combined," including those that: (1) CenturyLink does not provide services using such a Combination of Network Elements; or (2) CenturyLink does provide services using such Combination but such provisioning is extraordinary (i.e., a limited Combination of Network Elements created in order to provide service to a customer under a unique and nonrecurring set of circumstances).

78.2.3 Upon CLEC's request, CenturyLink will perform the functions necessary to combine the UNEs requested by CLEC, provided that such combination:

- a. is technically feasible, including that network reliability and security would not be impaired;
- b. would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to interconnect with CenturyLink's network;
- c. does not impair CenturyLink's ability to retain responsibility for the management, control and performance of its network, or place CenturyLink at a disadvantage in operating its own network.

78.2.4 Any request by CLEC that CenturyLink provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 52.

78.2.5 CLEC will compensate CenturyLink for the costs of work performed to combine the requested UNEs pursuant to the rates in Table 1 or as agreed upon in the BFR process under Section 52.

78.2.6 The provisioning of combinations, including EEL, is limited to existing facilities and CenturyLink is not obligated to construct additional facilities to accommodate any request by CLEC.

78.2.7 In the event that CenturyLink denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with another service or Network Elements possessed by CLEC, CenturyLink shall provide written notice to CLEC of such denial and the basis thereof.

78.2.8 Upon request, CenturyLink will convert a Tariffed service or group of services, to the equivalent UNE/UNE combination that is available to CLEC pursuant to this Section, or will convert a UNE/UNE combination to the equivalent Tariffed service(s) (collectively "Conversion). CenturyLink will charge, and CLEC agrees to pay, applicable non-recurring Service Order charges and conversion rates included in this agreement and/or in the Tariff.

78.2.9 A Conversion will be considered a termination for purposes of any volume and/or term commitments or Grandfathered status between CLEC and CenturyLink.

### 78.3 Commingling

78.3.1 For the purpose of this Section, Wholesale Services includes both services CLEC procures for resale pursuant to §251(c)(4) and Exchange Access service purchased from CenturyLink's access Tariffs.

78.3.2 Subject to other applicable provisions of this Agreement including prohibitions and restrictions, CenturyLink shall permit CLEC to Commingle a UNE or a Combination of UNEs with facilities or services obtained at wholesale from CenturyLink to the extent required by Applicable Law.

78.3.3 All requests for Commingling or a Commingled Arrangement shall be made by CLEC in accordance with the BFR process.

78.3.4 CenturyLink shall charge CLEC the non-recurring and recurring rates applicable to the UNEs, facilities or services that CLEC has obtained at

wholesale from CenturyLink. If any Commingling requested by CLEC requires physical work to be performed by CenturyLink, CenturyLink shall charge CLEC, as noted on the BFR Quote.

78.3.5 Each component of the commingled facility, either UNE or Wholesale Service, will be billed at the UNE or Wholesale Service rate for that component, plus applicable non-recurring charges. CenturyLink will not ratchet price individual components; that is, CenturyLink will not reflect a combination of UNE and wholesale rates for the same component. Wholesale Service rates will be per the appropriate Tariff, including any applicable resale discounts pursuant to this Agreement.

#### 78.4 Specific Combinations – EELs

78.4.1 In order to facilitate the provisioning of EELs, CenturyLink shall support the ordering and provisioning of this specific combination as set forth below.

78.4.2 Where required under Applicable Law, CenturyLink will offer the combination of unbundled Local Loops with unbundled Dedicated Transport. CenturyLink will provide EELs at the applicable recurring and non-recurring charges as specified in Table 1 for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges, will apply. CenturyLink will cross-connect unbundled 2- or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's End Users.

78.4.3 Multiplexing shall be provided as necessary as part of Dedicated Transport at the rates shown in Table 1.

78.4.4 In order to obtain the EEL combinations below, CLEC must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. CLEC must continue to be in compliance with the service eligibility criteria for as long as CLEC continues to receive the services in this Section. CenturyLink will offer the following EEL Combinations:

- a. an unbundled DS1 loop in Combination, or Commingled, with a DS1 Dedicated Transport or DS3 or higher Dedicated Transport facility or service;
- b. an unbundled DS3 loop in Combination, or Commingled, with a DS3 or higher Dedicated Transport facility or service;
- c. an unbundled DS1 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service;
- d. an unbundled DS3 Dedicated Transport facility in Combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service;
- e. an unbundled DS3 loop or DS3 or higher channel termination service.

#### 78.4.5 EEL Eligibility Criteria



- a. CLEC must have State certification to provide local voice service in the area being served by the EEL or, in the absence of a State certification requirement, CLEC must have complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served by the EEL;
- b. At the time of ordering and continually for the period in service, the following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL;
  1. Each circuit to be provided to each CLEC customer, including each DS1 and each DS1-equivalent on a DS3 EEL, must be assigned one local number prior to the provision of service over the circuit;
  2. Each DS1-equivalent circuit on a DS3 EEL or on any other High-Capacity EEL must have its own local telephone number assignment, so that each DS3 circuit has at least 28 local voice telephone numbers assigned to it;
  3. Each circuit to be provided by CLEC to each End User will have 911 or E911 capability prior to the provision of service over that circuit;
  4. Each circuit to be provided to each End User must terminate into a collocation that meets one of the following requirements;
    - a. a collocation established pursuant to §251(c)(6) of the Act and located at CenturyLink's Premises within the same LATA as the CLEC's End User's premises, when CenturyLink is not the collocator;
    - b. CLEC's Collocation arrangement cannot be located at an Interexchange Carrier Point of Presence (POP) or an Internet Service Provider (ISP) POP; or
    - c. a collocation located at a third party's premises within the same LATA as the CLEC's End User's premises, when CenturyLink is the collocator.
  5. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC must maintain at least one active DS1 local service Interconnection Trunk and CLEC is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLEC does not establish an Interconnection arrangement with CenturyLink for the meaningful exchange of Local Traffic that flows in both directions, such Interconnection arrangement shall not satisfy this criteria, and
  6. Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.

- 78.5 Audits. In addition to any other audit rights provided for in this Agreement and those allowed by Applicable Law, CenturyLink may obtain an independent auditor to audit CLEC, on an annual basis, to determine CLEC's compliance with the conditions set out in this Section. For purposes of calculating and applying an "annual basis," it means a consecutive twelve (12) month period, beginning upon CenturyLink's written notice that an audit will be performed.
- 78.5.1 Should the independent auditor's report conclude that CLEC failed to comply in any material respects with the Eligibility Requirements of this Section, CLEC must submit orders to CenturyLink to either convert all non-compliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within thirty (30) Days of the date on which CLEC receives a copy of the auditor's report or otherwise discovers or is notified that a circuit does not meet the Eligibility Requirements. Should CLEC fail to submit conversion orders within the thirty (30) Day period, CenturyLink may initiate and effect such a conversion on its own without any further consent by CLEC.
- 78.5.2 CLEC must make accurate payments after the conversion orders are processed, and must true-up any difference in payments paid to CenturyLink with the appropriate Tariffed rates and charges CLEC would have owed CenturyLink beginning from the later of the date the non-compliant circuit was established as a UNE or Combination, in whole or in part, or the beginning of the Audit period.
- 78.5.3 CLEC also is responsible for paying all non-recurring charges associated with any disconnects or conversions, whether initiated by CLEC or CenturyLink pursuant to this provision.
- 78.5.4 In no event shall rates set under §252(d)(1) apply for the use of any UNE for any period in which CLEC does not meet the service Eligibility Requirements and conditions set forth in this Article for that UNE combination, arrangement, or circuit, as the case may be.
- 78.5.5 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the service Eligibility Requirements, CLEC shall reimburse CenturyLink for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the service Eligibility Requirements and for CenturyLink's necessary and reasonable internal costs incurred conducting the audit.
- 78.5.6 CLEC will maintain the appropriate documentation to support its eligibility certifications, including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation for the Term of the Agreement plus a period of one (1) year.

## 79. LINE SPLITTING

- 79.1 Line Splitting is an arrangement between two CLECs where one CLEC provides the voice services and another CLEC provides Advanced Services over an UNE Loop. One of the CLECs will order the UNE Loop and split the loop spectrum in the CLEC's collocation space.

- 79.2 Whenever CLEC's OCN is used to order the UNE Loop, CLEC shall control the entire loop spectrum. CenturyLink will bill the entire charges for the UNE Loop and any other ordered services to CLEC.

#### **80. ROUTINE NETWORK MODIFICATIONS TO CENTURYLINK'S EXISTING NETWORK**

- 80.1 At CLEC's request CenturyLink shall make Routine Network Modifications to UNE Loop or Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. CenturyLink shall perform Routine Network Modifications to UNE facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 80.2 A Routine Network Modification is an activity that CenturyLink regularly undertakes for its own customers. Routine Network Modifications may include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that CenturyLink ordinarily attaches to activate such UNE Loops or Transport facilities for its own End User. Routine Network Modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- 80.3 Routine Network Modifications do not include: the construction of a new UNE Loop or Dedicated Transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholds, poles, ducts or conduits; installing new terminals or terminal enclosures (e.g., controlled environmental vaults, huts, or cabinets); providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyLink is not obligated to perform these and other similar activities for CLEC.
- 80.4 CenturyLink will determine whether and how to perform Routine Network Modifications using the same network or outside plant engineering principles that would be applied in providing service to CenturyLink's End User.
- 80.5 If CLEC requests one or more unbundled Local Loops serviced by Integrated Digital Loop Carrier (IDLC), CenturyLink will, where available, move the requested unbundled Local Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Local Loop. If, however, no spare Local Loop facility is available for unbundling, CenturyLink will notify CLEC of the lack of available facilities.
- 80.6 CenturyLink will provide Routine Network Modifications based on the terms and conditions set out in this Article, at the prices in Table 1 or on CenturyLink's BFR price quote. The Parties agree that the routine Network Modifications for which CenturyLink is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLECs as an ICB include, but are not limited to: adding an equipment case; adding a doubler or repeater including associated line card(s); installing a repeater shelf and any other necessary work and parts associated with a repeater shelf; and where

applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Dedicated Transport facility when ordered.

- 80.7 CenturyLink is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to End User-provided equipment.

## ARTICLE VII. RESALE

### 81. LOCAL TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 81.1 All services made available by CenturyLink, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, the applicable general terms and conditions in Article II, and Applicable Law. CenturyLink will make available to CLEC for resale to End Users any local Telecommunications Services that CenturyLink currently offers, or may offer hereafter, on a retail basis to subscribers that are not Telecommunications Carriers, including such services as are made available by CenturyLink to its retail End Users via its applicable local retail Tariff (hereinafter, "resold services"). Terms, conditions, and use limitations for CLEC shall be in Parity with services offered by CenturyLink to its End Users. The list of services described herein which CenturyLink shall make available to CLEC for resale pursuant to this Agreement is neither all inclusive nor exclusive.
- 81.2 Resale services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide services for resale, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyLink retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyLink will develop and provide to CLEC a price quote for the facilities construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to CenturyLink retail End Users. If the price quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.
- 81.3 Except as otherwise agreed to in writing by CenturyLink, CenturyLink shall not be responsible for the installation, inspection, maintenance, repair or removal, of facilities, equipment, software, or wiring provided by CLEC or CLEC's End Users for use with any resold services.
- 81.4 CenturyLink and its suppliers shall retain all rights, title and interest in any respective facilities, equipment, software, information, and wiring, used to provide CLEC with resold services under this Agreement.
- 81.5 When applicable, CenturyLink shall have access at all reasonable times to CLEC customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide resold services under this Agreement. CLEC shall, at CLEC's expense, obtain any rights and/or authorizations necessary for such access.
- 81.6 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, CenturyLink may terminate its offering and/or provision of any particular service offering covered by this Agreement upon at least thirty (30) Days prior written notice to CLEC.

**82. GENERAL TERMS AND CONDITIONS FOR RESALE SERVICES**

- 82.1 CLEC as Customer of Record. CLEC will be the customer of record for all resold services purchased from CenturyLink. Except as specified herein, CenturyLink will take orders from, bill and expect payment from CLEC for all services ordered.
- 82.2 Billing. CenturyLink shall not be responsible for the manner in which CLEC bills its End Users. All applicable rates and charges for services provided to CLEC or to CLEC's End Users under this Agreement will be billed directly to CLEC and shall be the responsibility of CLEC regardless of CLEC's ability to collect; including but not limited to toll and third-party charges unless CLEC has taken appropriate actions to restrict CLEC's End Users' ability to incur such charges.
- 82.3 Local Calling Detail. Except for those services and in those areas where measured rate local service is available to End Users, monthly billing to CLEC does not include local calling detail unless CLEC orders and pays for such detail pursuant to the terms and conditions of this Agreement.
- 82.4 Originating Line Number Screening (OLNS). Upon request and when CenturyLink is technically able to provide and bill the service, CenturyLink will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).
- 82.5 Timing of Messages. With respect to CenturyLink resold measured rate local service(s), where applicable, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

**83. PRICING**

- 83.1 Calculation of the Resale Discount and the Resulting Resale Rate. A discount as shown in Table 1 shall apply to the retail rate of Telecommunications Services made available for resale in this Article, except those services excluded from resale or from receiving the resale discount as set forth in this Article or Applicable Law.
- 83.2 Promotions. CenturyLink will make available for resale those promotional offerings that are greater than ninety (90) Days in duration, and any special promotional rate will be subject to the applicable resale discount. CenturyLink will make available for resale those promotional offerings that are less than ninety (90) Days in duration; however, any special promotional rate or other promotional offering will not be subject to and may not be used with the applicable resale discount. For promotional offerings that are less than ninety (90) Days in duration, CLEC may choose either the promotion or the discount at its discretion. In all cases, in order to obtain a promotional offering, CLEC must qualify for the promotional offering under the stated terms of the offering and must request the offering at the time of order placement. CLEC shall not be eligible for any post-provisioning retroactive applicability of a promotional offering.

- 83.3 Resale of "As Is" Services. When a CenturyLink End User changes service providers to CLEC resold service of the same type without any additions or changes, the only applicable non-recurring charge will be the LSR Service Order charge.
- 83.4 Resale with Changes in Services. If a CLEC End User adds features or services when the End User changes its resold local service from CenturyLink or another service provider to CLEC, CenturyLink will charge CLEC the normal LSR Service Order charges and/or non-recurring charges associated with said additions.
- 83.5 End User Contractual Arrangements. CenturyLink will offer for resale its currently existing (signed by an End User) Contract Service Arrangements, Special Arrangements, or ICBs in accordance with FCC and Commission Rules and Regulations. The End User's contractual arrangement with CenturyLink will terminate and any applicable termination liabilities will be charged to the End User. The terms of the terminated CenturyLink Contract Service Arrangement, Special Arrangement or ICB will apply to the respective resold services beginning on the date CLEC commences to provide service to the End User and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB.
- 83.5.1 CenturyLink will bill CLEC the rate in the Contract Service Arrangement, Special Arrangement or ICB until the originally contracted end date for such services.
- 83.5.2 If CenturyLink does not receive a termination notice for the arrangement from CLEC that specifies termination on the contractual end date, CLEC will have the choice of accepting a new contractual arrangement at then-current terms and pricing or moving to the closest Tariffed or otherwise offered service equivalent. If CLEC does not invoke its choice within 10 Business Days following the end date, then CenturyLink may select either alternative at its discretion. Any change in the rates shall be retroactive to the most recent arrangement end date.
- 83.5.3 Notwithstanding Section 83.5.2, CenturyLink at its discretion may terminate any contractual arrangement at the specified end date with no obligation to offer any replacement service.
- 83.6 Nonrecurring Charges. The resale discount, as shown in the Resale attachment of this Agreement, does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement, in CenturyLink's applicable retail Tariffs or as otherwise offered on a retail basis.

#### **84. LIMITATIONS AND RESTRICTIONS ON RE SALE**

- 84.1 In addition to the limitations and restrictions set forth in this Agreement, CenturyLink may impose other reasonable and non-discriminatory conditions or limitations on the resale of its Telecommunications Services to the extent permitted by Applicable Law.
- 84.2 Cross-Class Selling. CLEC will not resell to one class of customers a service that is offered by CenturyLink only to a particular class of customers to classes of customers that are not eligible to subscribe to such services from CenturyLink (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

- 84.3 Intentionally Left Blank.
- 84.4 Advanced Telecommunications Services Sold to ISPs. Advanced telecommunications services (Advanced Services) sold to Internet Service Providers (ISPs) as an input component to the ISPs' retail internet service offering shall not be eligible for the resale discount under the terms of this Agreement.
- 84.5 Voice Mail Service. Voice Mail Service is not a Telecommunications Service subject to resale under this Agreement. Where offered, CLEC may purchase Voice Mail Service and related services for its End Users at CenturyLink's retail rates; however, no resale discount applies.
- 84.6 Hospitality Service. CenturyLink will provide all blocking, screening, and other applicable functions available for hospitality lines under Tariff.
- 84.7 LIDB Administration. CenturyLink will maintain customer information for CLEC customers who subscribe to resold CenturyLink local service dial tone lines, in CenturyLink's LIDB in the same manner that it maintains information in LIDB for its own similarly situated End Users. CenturyLink will update and maintain CLEC's information in LIDB on the same schedule that it uses for its own similarly situated End Users.
- 84.7.1 Until such time as CenturyLink's LIDB has the software capability to recognize a resold number as CLEC's, CenturyLink will store the resold number in its LIDB at no charge and will retain revenue for LIDB look-ups to the resold number.
- 84.8 OS/DA. The resale discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to CLEC's End Users by CenturyLink's OS and DA vendors,
- 84.9 Special Access Services. CLEC may purchase for resale special access services; however, no resale discount applies.
- 84.10 COCOT Coin or Coinless Lines. CLEC may purchase for resale COCOT coin or coinless line services; however, no resale discount applies.
- 84.11 Grandfathered Services. Services identified in CenturyLink Tariffs as Grandfathered in any manner are available for resale only to End Users that already have such Grandfathered Service. An existing End User may not move a Grandfathered Service to a new service location. If an End User's Grandfathered Service is terminated for any reason, such Grandfathered Service may not be reinstalled. Grandfathered Services are subject to a resale discount, as provided in Section 82.
- 84.12 Universal Emergency Number Service. Universal Emergency Number Service is not a separate service available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local Telephone Exchange Service line resold by CLEC whenever E911/911 service would be provided on the same line if provided by CenturyLink to a CenturyLink End User.
- 84.13 Services provided for CLEC's Own Use. Telecommunications Services provided directly to CLEC for its own use or for the use of its Subsidiaries and Affiliates and not resold to CLEC's End Users must be identified by CLEC as such, and CLEC will pay CenturyLink's retail prices for such services. Use of a CenturyLink



service for the transport or consolidation of any CLEC services to multiple End Users shall be considered service provided for CLEC's own use.

84.14 CLEC shall not use resold local Telecommunications Services to provide access or Interconnection services to itself, its Subsidiaries and Affiliates, Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or any other telecommunications providers; provided, however, that CLEC may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

84.15 CLEC may resell services that are provided at a volume and/or term discount in accordance with the terms and conditions of the applicable Tariff. Any volume and/or term discount shall be applied first to the retail price, and the resale discount shall be applied thereafter. CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End Users' lines or locations onto a single service for any purpose, including but not limited to the purpose of qualifying for a volume and/or term discount. Likewise, CLEC shall not aggregate the resold services to individual End Users at multiple addresses to achieve any volume discount where such may be available pursuant to Tariff or special promotion.

## **85. CHANGES IN RETAIL SERVICE**

85.1 CenturyLink will notify CLEC, at the time a Tariff is filed with the Commission, of any changes in the prices, terms and conditions under which CenturyLink offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers by posting such changes on CenturyLink's Website. Such changes may include, but not be limited to, the introduction of any new features, functions, services, promotions in excess of ninety (90) Days in duration, or the discontinuance or Grandfathering of current features and services. Where CLEC has signed up for or subscribed to CenturyLink's email notification service, CenturyLink also will provide notice to CLEC of such changes by posting the same to CenturyLink's Website, with email notification of such postings.

## **86. REQUIREMENTS FOR SPECIFIC SERVICES**

86.1 E911/911 Services. CenturyLink will use its standard Service Order process to update and maintain the CLEC customer service information in the Automatic Location Identification/Database Management System (ALI/DMS) used to support 911 services on the same schedule that it uses for its own retail End Users. CenturyLink will provide CLEC End User information to the PSAP. CLEC shall update its End User's 911 information through the LSR process. CenturyLink assumes no liability for the accuracy of information provided by CLEC, and CenturyLink shall not be responsible for any failure of CLEC to provide accurate End User information for listings in any databases in which CenturyLink is required to retain and/or maintain such information.

86.1.1 CLEC shall be responsible for collecting from its End Users and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to Applicable Law.

86.2 Suspension of Service. CLEC may offer to resell End User-Initiated Suspension and Restoral Service to its End Users if and to the extent offered by CenturyLink to its retail End Users.

86.2.1 CLEC may also provide CenturyLink-Initiated Suspension service for its own purposes, where available. CenturyLink shall make these services available at the retail rate less the resale discount on the monthly recurring charge only. No discount shall apply to non-recurring charges. CLEC shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

a. If CLEC submits a request for a disconnection of an End User service and subsequently requests reconnection of the same End User service, the terms for suspension of service will apply.

b. Service Order charges and any applicable Tariff fees will apply to all temporary suspension and restoral requests made by CLEC including disconnection and subsequent reconnection requests for the same End User service.

86.2.2 If CLEC suspends service for one of its End Users and fails to submit a subsequent disconnection order within the maximum number of Days permitted for a company-initiated suspension pursuant to the applicable Tariff or Applicable Law, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

86.2.3 If CLEC restores its End User, restoral charges will apply, and CLEC will be billed for the appropriate service from the time of suspension.

86.3 End User Retention of Telephone Number. Telephone numbers may not be retained after a switch to a new provider if the physical service address of the End User subsequently changes to one served by a different Rate Center.

## **87. PRE-ORDERING AND ORDERING**

87.1 CenturyLink will provide pre-ordering and ordering services for resale services to CLEC consistent with CenturyLink's published Standard Practices.

87.2 Telephone Number Assignments. Where CLEC resells service to a new (not currently existing) End User, CenturyLink will allow CLEC to place Service Orders and receive phone number assignments.

87.2.1 When CLEC uses numbers from a CenturyLink NXX, CenturyLink will provide the same range of number choices to CLEC, including choice of exchange number, as CenturyLink provides its own subscribers. Reservation and aging of CenturyLink NXXs will remain CenturyLink's responsibility.

87.2.2 CenturyLink will provide CLEC with the ability to obtain telephone numbers while a subscriber is on the phone with CLEC.

87.2.3 In conjunction with an order for service, and only to the extent such are available, CenturyLink will accept CLEC orders for blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.

87.2.4 Number reservations. Number reservations shall only be made available to CLEC for the same time period that CenturyLink offers to its own subscribers pursuant to Tariff or other published terms. CenturyLink reserves the right to cancel any number reservation without notice upon the end of the specified time period.

- a. CenturyLink will not accept any number reservations from CLEC if CenturyLink's own subscribers are not offered the ability to reserve numbers.
- b. For simple services number reservations and aging of CenturyLink's numbers, CenturyLink will provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, CenturyLink will provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which CenturyLink provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

87.3 Maintenance. CenturyLink will provide repair and maintenance services to CLEC and its End Users for resold services in accordance with the terms set forth in Article IV of this Agreement, which are the same standards and charges used for such services provided to CenturyLink End Users. CenturyLink will not initiate a maintenance call or take action in response to a trouble report from a CLEC End User until such time as trouble is reported to CenturyLink by CLEC. CLEC must provide to CenturyLink all End User information necessary for the installation, repair and servicing of any facilities used for resold services as described in the published CenturyLink Standard Practices.

## **88. ACCESS CHARGES**

88.1 CenturyLink retains all revenue due from other carriers for access to CenturyLink's facilities, including both switched and special access charges. CenturyLink retains all Switched Access Service revenues when providing Switched Access Services for CLEC's retail End Users served via resale. When CLEC resells special access to its End Users, CenturyLink is not entitled to any special access revenues from CLEC's End Users.

## **89. RESALE OF CLEC'S TELECOMMUNICATIONS SERVICES**

89.1 CLEC also acknowledges that CLEC is required pursuant to 47 U.S.C. §251(b) to make available its Telecommunications Services to CenturyLink for resale by CenturyLink. Upon request by CenturyLink, CLEC shall provide for resale of CLEC's Telecommunications Services under the same terms and conditions as those that are offered by CenturyLink to CLEC under this Agreement.

## ARTICLE VIII. ADDITIONAL SERVICES

### 90. NUMBER PORTABILITY

- 90.1 Definitions. For purposes of this Section governing Number Portability, the following definitions shall apply:
- 90.1.1 Coordinated Hot Cut (CHC): A combined and simultaneous effort between local service providers to perform the completion of a Local Service Request order.
  - 90.1.2 Donor Party: The Party that is receiving the number port request and is relinquishing the ported number.
  - 90.1.3 Local Routing Number (LRN): A ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
  - 90.1.4 Permanent Number Portability (PNP): The in-place long-term method of providing Number Portability (NP) using the LRN method.
  - 90.1.5 Recipient Party: The Party that is initiating the number port request and is receiving the ported number.
  - 90.1.6 Simple Ports: Those ports meeting the FCC's definition of "Simple" ports
  - 90.1.7 Ten-Digit Unconditional Trigger Method (TDT): An industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting in less downtime to the End User.
- 90.2 Number Portability (NP). Each Party will provide Local Number Portability and obtain End User authorization in accordance with the Act, and applicable FCC rules, regulations and orders as amended from time to time. CLEC shall provide NP to CenturyLink under no less favorable terms and conditions as when CenturyLink provides such services to CLEC. The Act requires allowing End Users to change local service providers and retain the same telephone number(s) within the serving Rate Center utilizing the portability method as defined by the FCC. The Parties recognize that the Act and the applicable FCC rules, regulations and orders limit porting to carriers having facilities or numbering resources in the same Rate Center, or to carriers who have partnered with a wireline carrier for numbering resources where the partnering carrier has facilities or numbering resources in the same Rate Center, and do not mandate Location and Service Portability and the Parties will not submit orders for such non-mandated types of portability.
- 90.3 Testing
- 90.3.1 If CLEC has not initiated porting with CenturyLink in a specific exchange, prior to port order submission, CLEC will conduct testing with CenturyLink as required by the NANC LNP Guidelines incorporated by reference in 47 C.F.R. §52.26.
  - 90.3.2 CLEC must be NPAC certified and have met CenturyLink testing parameters prior to activating LNP. Each Party will bear its own expenses for testing.

- 90.3.3 The Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 90.3.4 The Parties shall cooperate in testing performed to ensure interconnectivity between systems. The Parties shall notify each other at least sixty (60) days in advance of any system updates that may affect the porting operations of CLEC or CenturyLink. Each Party shall, at each other's request, jointly perform tests to validate the updated operations.
- 90.4 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" documented on the CenturyLink Wholesale Website and comply with applicable FCC rules, regulations and orders.
- 90.4.1 End User Non-Payment. CenturyLink will port numbers for customers whose service has been suspended for non-payment. However, CenturyLink will not port numbers once the customer's service has been disconnected.
- 90.4.2 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (i.e., numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or CLEC.
- 90.4.3 Inactive Numbers. CenturyLink will not port numbers not currently being used by a CenturyLink End User or previously reserved on an existing CenturyLink End User's account.
- 90.4.4 LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG
- 90.4.5 Porting Interval. CenturyLink will comply with the requirements of the FCC's 2009 "One Day Porting Interval" Order for Simple Ports. Non-Simple and Complex ports shall have intervals which are shown in the NANC's LNPA WG Best Practice 67, located at: <http://www.npac.com/lnpa-working-group/lnp-best-practices#0067>. The following terms shall also apply:
- a. Local Number Portability (LNP) orders may not be expedited.
  - b. Mass Calling Events. The Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port Mass Calling numbers using switch translations and a choke network for call routing. Porting on Mass Calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for Mass Calling numbers.
- 90.4.6 FOC. Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party for non-Simple Ports and Simple Ports with extended

due dates, within twenty-four (24) hours from the time a "clean" LSR is received as indicated in NANC's LNPA WG Best Practice 67, located at: <http://www.npac.com/lnpa-working-group/lnp-best-practices#0067>

90.4.7 Project Management. For purposes of this Agreement, the Parties will use a project management approach for the implementation of LSRs for non-standard requests such as coordinated cutovers including but not limited to Coordinated Hot Cuts and after hours cutover requests. The Parties may mutually agree on using a project management approach for very large volumes of number ports such as a large business, hospital or government agency cutover.

- a. CLEC bears sole responsibility for any End User issues associated with porting cutovers when CenturyLink recommends a project approach and CLEC declines to use such a process.

90.4.8 Service Order Charge. The Party receiving the LSR will bill the Service Order charge set forth in Article X for each LSR received. The Party will bill the Service Order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. The receiving Party will also bill an additional Service Order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

90.4.9 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, CenturyLink will route traffic destined for CLEC's End Users via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.

90.4.10 When CenturyLink receives an un-queried call from CLEC to a telephone number that has been ported to another local services provider, the transit rate and NP dip charge found in the applicable Tariff will apply.

90.4.11 IXC Revenue. When an IXC terminates an InterLATA or IntraLATA toll call to either Party's local exchange customer whose telephone number has been ported from one party to the other, the Parties agree that the Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access Tandem fees and appropriate local transport charges.

90.4.12 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

90.4.13 Each Party shall become responsible for the End User's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End User's telephone number to its switch.

## 90.5 Cut-Over Process for Number Porting Orders

### 90.5.1 Ten-Digit Unconditional Trigger Method (TDT) Cut-Over

- a. Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the TDT for porting numbers. CenturyLink will update its Website to identify the circumstances of which it is aware where use of TDT is not technically feasible.
- b. Setting of ten digit triggers or an alternative must be used as shown in the FCC mandated NANC LNP Process Flows at <http://www.npac.com/lnpa-working-group/nanc-lnp-process-flows> (See Flows 9 and 10).

### 90.5.2 Coordinated Hot Cuts (CHC)

- a. Where the Parties agree or are required to implement a CHC to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Standard Practices.
- b. Pricing for Number Portability CHCs
  1. When a Recipient Party orders CHC service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable Charges set forth in Table 1.
  2. Coordination of Service Order work outside normal business hours shall be at requesting Party's expense. Premium rates will apply for Service Order work performed outside normal business hours, weekends, and holidays.
  3. For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

## 91. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

91.1 Via Tariff or Separate Agreement. To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. §153(53), CenturyLink and CLEC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's Tariffs and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyLink or CLEC desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

- 91.2 Pole Attachment & Conduit Occupancy Agreements. CLEC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyLink's facilities or uses CenturyLink's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

## **92. BASIC 911 AND E911 SERVICE**

- 92.1 E911 Universal Emergency Number Service is provided by CenturyLink to CLEC serving end users in a geographic area where CenturyLink is the 911 Service Provider.
- 92.2 CenturyLink's Responsibilities: When CenturyLink is designated by the PSAP as the primary 911 Service Provider in a geographic area in which CLEC furnishes local telephone exchange service, CenturyLink shall have the obligations in this Section.

### **92.2.1 Call Routing**

- 92.2.1.1 CenturyLink will switch 911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 92.2.1.2 CenturyLink will forward the calling party number (ANI) it receives from CLEC and the associated 911 Automatic Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, CenturyLink will route the call to the "Default" ESN assigned to CLEC's 911 trunk group and will forward an identification code for display at the designated "Default" PSAP associated with the "Default" ESN. If the ANI is forwarded by CLEC but no ALI record is found in the 911 DBMS, CenturyLink will report this "No Record Found" condition to CLEC in accordance with NENA standards.

### **92.2.2 Facilities and Trunking**

- 92.2.2.1 CenturyLink will provide transport facilities to interconnect CLEC to CenturyLink's SR, at standard CenturyLink Access tariff rates. Additionally, when diverse facilities are requested by CLEC, CenturyLink will provide such diversity where technically feasible and facilities are available at standard CenturyLink Access tariff rates.
- 92.2.2.2 Upon written request by CLEC, CenturyLink shall, in a timely fashion and at no charge, provide CLEC with a description of the geographic area (or rate centers) and PSAPs served by the 911 Selective Router(s) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.

### **92.2.3 Database**



- 92.2.3.1 Where CenturyLink manages the ALI database, CenturyLink shall store CLEC's End User 911 records.
  - 92.2.3.2 Where CenturyLink is the ALI database provider, CenturyLink shall coordinate access to the CenturyLink DBMS for the initial loading and updating of CLEC's End User 911 records. For such purposes, CenturyLink will provide CLEC with access to WebDBMS, which is a customer interface to the DBMS which restricts CLEC access to CLEC End User records only, and is used for viewing and coordinating electronic file processing of such End User records. CenturyLink shall provide CLEC with a password to the WebDBMS, and CLEC shall be responsible for maintaining confidentiality and use of such password.
  - 92.2.3.3 CenturyLink ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall only be allowed in the event the DBMS is not functioning, or if CenturyLink has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Table 1.
  - 92.2.3.4 CenturyLink will provide an error and status report for CLEC's End User records received from CLEC. This report will be provided in a timely fashion in accordance with the methods and procedures to be provided to CLEC.
  - 92.2.3.5 Where CenturyLink manages the ALI database, CenturyLink shall provide CLEC with one electronic file containing the Master Street Address Guide (MSAG) annually for each county in the State for which this Agreement is applicable, in which CenturyLink is the 911 Service Provider, and in which CLEC exchanges Local Traffic with CenturyLink.. Additional copies of the MSAG file are available at the rate set forth in Table 1.
  - 92.2.3.6 Where CenturyLink manages the ALI database, CenturyLink shall establish a process for the management of NPA splits by populating the ALI database with the appropriate NPA codes.
- 92.3 CLEC's Responsibilities. Where CenturyLink is the 911 Service Provider, CLEC shall have the obligations in this Section.
- 92.3.1 Call Routing
    - 92.3.1.1 CLEC will transport 911 calls to the applicable CenturyLink Selective Router.
    - 92.3.1.2 CLEC will forward the ANI information of the party calling 911 to the applicable CenturyLink Selective Router.
  - 92.3.2 Facilities and Trunking

- 92.3.2.1 CLEC shall order and maintain a minimum of one 911 dedicated DS1 facility for each SR with a minimum of two one-way outgoing DS0 trunks dedicated for originating 911 calls to reach each applicable PSAP served by such SR. CLEC will provision these facilities in accordance with applicable NENA standards; CLEC shall engineer its 911 Trunks to attain a minimum of P.01 grade of service as measured using the "busy day/busy hour criteria or, at such higher grade of service as required by Applicable Law or duly authorized governmental authority.
- 92.3.2.2 CLEC acknowledges that End Users in a single local calling area may be served by different SRs, and that CLEC shall be responsible for providing sufficient transport facilities and trunking to route 911 calls from its End Users to each of the proper 911 SRs.
- 92.3.2.3 CLEC is responsible for providing a separate 911 trunk group for each county or other geographic area that CLEC serves if the PSAP for such county or geographic area has a specified varying default routing condition. If CLEC uses MF signaling, it must transmit 911 traffic over a separate 911 trunk group for each NPA (area code) served by affected PSAPs.
- 92.3.2.4 Where diverse routing to CenturyLink SRs is desired by CLEC or required by the applicable PSAP or as otherwise necessary for the proper routing of 911 calls to the appropriate PSAP, then CLEC is responsible for ordering such facilities at CLEC's expense.
- 92.3.2.5 CLEC is responsible for determining and maintaining the proper quantity of 911 dedicated one-way outgoing trunks and facilities from its switch(es) to the CenturyLink SR.
- 92.3.2.6 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, CLEC shall order additional dedicated 911 facilities from CenturyLink at the rates set forth in Table One.
- 92.3.2.7 CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.
- 92.3.3 Selective Router Port Charges/Terminations for Connecting Companies
  - 92.3.3.1 CLEC will be charged a monthly recurring and one-time selective router port charge per trunk to establish the connection to each applicable SR that provides connectivity for incoming 911 trunks to enable competitive local exchange carrier access to the emergency services network.
- 92.3.4 Database

- 92.3.4.1 Once 911 Trunks have been established and tested between CLEC and appropriate SRs, CLEC shall be responsible for providing CLEC's End User records to CenturyLink for inclusion in CenturyLink's ALI database.
- 92.3.4.2 CLEC shall assign a 911 database coordinator charged with the responsibility of forwarding CLEC End User ALI record information to CenturyLink.
- 92.3.4.3 CLEC shall provide initial and ongoing updates of CLEC's 911 records that are MSAG-valid in electronic format based upon established NENA standards. CLEC shall provide information on new subscribers to CenturyLink within one (1) Business Day of the order completion. CenturyLink shall update the database within two (2) Business Days of receiving the data from CLEC. If CenturyLink detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) Business Days from when it was provided to CenturyLink. CLEC shall respond to requests from CenturyLink to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly or if CenturyLink has specifically agreed pursuant to separate written terms setting forth such arrangements, including compensation at the rates found in Table One.
- 92.3.4.4 CLEC assumes all responsibility for the accuracy of the data that CLEC or their agent provides to CenturyLink.
- 92.3.4.5 CLEC shall adopt use of a Company ID on all CLEC 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
- 92.3.4.6 CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.
- 92.3.5 Other
  - 92.3.5.1 CLEC shall obtain its own pANIs for each PSAP to which CenturyLink provides or shall provide coverage, and shall supply these pANIs to CenturyLink for the Selective Routers servicing each such PSAP. If warranted by traffic volume growth, or if upon request by a PSAP or other governmental or quasi-governmental entity, CLEC shall promptly obtain the appropriate number of additional pANIs to be allocated to each PSAP as may be appropriate under the circumstances.
  - 92.3.5.2 CLEC is responsible for collecting from its retail End Users any applicable 911 surcharges required by law to be assessed and remit such surcharges to the appropriate entity or entities specified by law.

#### 92.4 Responsibilities of Both Parties

- 92.4.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from CLEC to the designated CenturyLink 911 Selective Router(s).
- 92.4.2 Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 92.4.3 CenturyLink and CLEC will cooperate to promptly test all trunks and facilities between CLEC's switch and the CenturyLink SR(s) in accordance with industry standards.
- 92.4.4 CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network (including any facilities not from CenturyLink). CenturyLink will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network. CLEC is responsible for advising CenturyLink of the 2-6 code (TSC) and the fact that the trunk group is a 911 trunk group when notifying CenturyLink of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyLink will refer network trouble to CLEC if no defect is found in CenturyLink's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

#### 92.5 CenturyLink 911 Transit Service

- 92.5.1 When CenturyLink is not the Primary 911 Service Provider, CenturyLink may provide a 911 transit service to transport CLEC's 911 calls to the primary 911 Service Provider designated by the applicable PSAP(s). This section becomes applicable when CLEC utilizes 911 transit service from CenturyLink. Such 911 transit service is subject to the rates set forth in Table One, which 911 transit charges shall be in addition to any applicable charges for 911 Service provided to CLEC.
- 92.5.2 Where CLEC utilizes CenturyLink's 911 transit service:
  - 92.5.2.1 CLEC holds CenturyLink harmless from and against any liability to CLEC or its end users arising from any failure by PSAP(s) or their designated agent(s) to properly route, receive or respond to 911 calls.
  - 92.5.2.2 CLEC will take appropriate steps to notify all PSAP(s) within CLEC's service territory with accurate contact information, including a name and telephone number that can be used by the PSAP(s) to reach CLEC in the event of 911 network problems or an emergency requiring availability of a contact. CenturyLink shall have no liability to CLEC arising out of any failure by the CLEC to provide PSAP(s) with appropriate contact information, and to update such information as needed. CenturyLink shall be entitled to immediately terminate 911 transit service to the CLEC if CenturyLink is advised by any applicable PSAP(s)

that CLEC has not provided the PSAP(s) with appropriate contact information.

- 92.5.2.3 CLEC indemnifies CenturyLink from and against fees or charges, if any, that a third party might seek to assess for transporting CLEC's 911 calls beyond the point of interconnection established between CenturyLink and the PSAP(s) designated agent or the primary 911 Service Provider.

## 92.6 Methods and Practices

- 92.6.1 Each Party will comply with all of the following to the extent that they apply to 911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission.

## 92.7 Ordering

- 92.7.1 CLEC will identify geographic territory CLEC will provide service in trunk forecast submitted to CenturyLink. CLEC will be informed of the applicable SR(s) and configuration required by CenturyLink as part of the pre-ordering process.
- 92.7.2 CLEC is responsible for contacting appropriate PSAP(s) or state entity(ies) that have jurisdiction in the geographic area(s) in which CLEC is implementing service in, and to provide required information to such PSAP(s) or government entities as required by such PSAP(s) or government entities prior to initiating the pre-ordering process for 911 Service provided by CenturyLink.

## 92.8 Basis of Compensation

- 92.8.1 Compensation to CenturyLink for provision of 911 Service will be in accordance with the charges set forth in Table One.
- 92.8.2 Charges will begin on the date of connection to 911 service.
- 92.8.3 In satisfaction of CLEC orders or requests related to 911 Service, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise listed in this Section. In such event CenturyLink is entitled to reimbursement from CLEC for all such costs provided that CenturyLink first notifies CLEC of the costs and obtains CLEC's concurrence to proceed with fulfilling the order or request. For all such costs and expenses CenturyLink shall receive through individual case basis (ICBs) non-recurring charges (NRCs) the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyLink's common costs.

## 92.9 Liability

- 92.9.1 911 Service is provided by CenturyLink subject to State statutory limitation of liability and the following subsections.
- 92.9.2 CenturyLink's entire liability to CLEC or any person for interruption or failure of any aspect of 911 Service shall be limited by the terms set forth in this Section, and in any sections of other Articles which apply to the

provision of services by CenturyLink. 911 Service is offered solely to assist CLEC in providing 911 Service to its End Users in conjunction with applicable fire, police, and other public safety agencies. By providing 911 Service to CLEC, CenturyLink does not create any relationship or obligation, direct or indirect, to any third party other than CLEC. CenturyLink shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by acts or omissions act of any person other than CenturyLink, or arising from the use of CLEC provided facilities or equipment.

92.9.3 CenturyLink shall not be liable for damages, whether in contract, tort, or otherwise, caused by an act or omission of CenturyLink in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to PSAPs or other agencies responding to calls using such information to provide a 911 Service.

92.9.4 It is the obligation of CLEC to properly route all 911 calls from CLEC's End Users. CenturyLink shall not have any responsibility for 911 calls that carry foreign dial tone, whether they originate within or outside of CLEC's service area.

### **93. DIRECTORY ASSISTANCE**

93.1 The Parties acknowledge that CenturyLink is not a Directory Assistance (DA) provider. CenturyLink provides directory listings information for its subscribers to third party DA providers to be included in the national and local databases used by such third party providers. The Parties agree that to the extent the DA provider contracted by CLEC for DA services to CLEC's subscribers also populates the national DA database, then CLEC's DA listings have been made available to CenturyLink's subscribers and no further effort is needed by either Party. If for any reason, CLEC desires that CenturyLink act as a middleman conduit for the placement of CLEC's DA listings in the DA database(s), then CenturyLink shall provide such compensable DA listings service pursuant to separate DA terms between CenturyLink and CLEC which will be attached to this Agreement as an Amendment.

### **94. DIRECTORY LISTINGS SERVICE**

94.1 These requirements pertain to CenturyLink's Listings Service Request process that enables CLEC to (i) submit CLEC subscriber information for inclusion in Directory Listings databases; and (ii) submit CLEC subscriber information for inclusion in published directories.

94.2 When implemented by the Parties, CenturyLink shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, CenturyLink shall create a standard format and order process by which CLEC can place an order with a single point of contact within CenturyLink.

94.3 CenturyLink will provide to CLEC the following Directory Listing Migration Options:

94.3.1 Migrate "As Is". Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.

- 94.3.2 Migrate with Changes. Incorporate the specified changes (e.g., additional listings order, deletions, or other changes to existing listing information). Transfer ownership and billing for the white page listings to CLEC.
- 94.3.3 CenturyLink shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:
- a. "LISTED" means the listing information is available for all directory requirements;
  - b. "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;
  - c. "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.
- 94.4 Based on changes submitted by CLEC, CenturyLink shall update and maintain directory listings data for CLEC subscribers who:
- 94.4.1 Disconnect Service;
  - 94.4.2 Change Local Provider;
  - 94.4.3 Install Service;
  - 94.4.4 Change any service which affects DA information;
  - 94.4.5 Specify Non-Solicitation; and
  - 94.4.6 Change categories from Non-Published, Non-Listed, or Listed.
- 94.5 The charge for storage and maintenance of CLEC subscriber information in the DL system is included in the rates where CLEC is buying UNE Loops or resold services with respect to specific addresses. If CLEC does not purchase UNE Loops or resold services, CLEC shall pay for such storage and maintenance services at the rate reflected on Table 1.
- 94.6 CLEC acknowledges that certain directory functions are not performed by CenturyLink but rather are performed by and are under the control of the directory publisher, and CenturyLink shall not have any liability to CLEC for any acts or omissions of the publisher.
- 94.7 CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must either (i) submit an LSR (e.g. an LNP order) or a Directory Service Request (DSR) reflecting a request for directory listing, or (ii) contract directly with the publisher. If CLEC wants to delete a subscriber listing from CenturyLink's database (e.g. if CLEC contracts directly with the publisher), CLEC must submit an appropriate LSR (such as an LNP order) or a DSR. All orders will be subject to applicable charges reflected on Table 1.
- 94.8 CLEC shall provide directory listings to CenturyLink pursuant to the directory listing and delivery requirements in the data format currently used by CenturyLink, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.
- 94.9 Traditional White Pages Listings.

- 94.9.1 CenturyLink shall include in its master subscriber system database all white pages listing information for CLEC subscribers whose information was properly submitted a DSR.
- 94.9.2 When CLEC purchases UNE Loops or resold services at a specific address, one basic White pages listing for each CLEC End User is included in the rates or the Resale discount in Table 1. If CLEC requests a listing for an address where CLEC is not buying UNE Loops or resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table 1. A basic White Pages listing is defined as a customer name, address and one primary telephone number.
- 94.9.3 CLEC agrees to provide customer listing information for CLEC's subscribers to CenturyLink, at no charge. CenturyLink will provide CLEC with the appropriate format for provision of CLEC customer listing information to CenturyLink. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable.
- 94.9.4 CLEC will be charged a Service Order entry fee upon submission of Service Orders into CenturyLink's Service Order Entry (SOE) System. Service Order entry fees apply when Service Orders containing directory records are entered into CenturyLink's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 94.9.5 CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- 94.9.6 In addition to a basic White Pages listing, CenturyLink will provide, Tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.
- 94.9.7 CenturyLink will accord CLEC customer listing information the same level of confidentiality that CenturyLink accords its own proprietary customer listing information. CenturyLink shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of CenturyLink and CenturyLink's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. CenturyLink will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.
- 94.9.8 CenturyLink will provide CLEC's customer listing information to any third party to the extent required by Applicable Rules.
- 94.10 Other Directory Services.
  - 94.10.1 Both parties acknowledge that CenturyLink's directory publisher is not a party to this Agreement and that the provisions contained in this agreement are not binding upon CenturyLink's directory publisher.



- 94.10.2 CenturyLink agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 94.10.3 The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

## ARTICLE IX. COLLOCATION

### 95. SCOPE OF COLLOCATION TERMS

- 95.1 CenturyLink will provide Collocation to CLEC in accordance with this Agreement for the purposes of Interconnection to CenturyLink pursuant to the Act (including 47 USC §251(c)(2)) and for obtaining access to CenturyLink's UNEs pursuant to the Act (including 47 USC §251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 USC §251(c)(6)).
- 95.2 Prices and fees for collocation and other services under this Agreement are contained in Table 2.
- 95.3 This Agreement states the general terms and conditions upon which CenturyLink will grant to CLEC the non-exclusive right to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating CLEC's equipment, which will interconnect with Telecommunications Services and facilities provided by CenturyLink or others in accordance with this Agreement.

### 96. TERMINATION OF COLLOCATION SPACE

- 96.1 CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to CenturyLink. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation Space. CLEC shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of CLEC's Guests; provided, however, that CLEC shall continue payment of monthly fees to CenturyLink until such date as CLEC has fully vacated the Collocation Space. CLEC will surrender the Collocation Space to CenturyLink in the same condition as when first occupied by CLEC, except for ordinary wear and tear.
- 96.2 CLEC shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 96.3 Upon termination of CLEC's right to possession of a Collocation Space, CLEC shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and CenturyLink will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.
- 96.4 Should CenturyLink under any Section of this Agreement remove any of CLEC's equipment from its collocation space, CenturyLink will deliver to CLEC any equipment removed by CenturyLink only upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due CenturyLink under this Agreement. Should CLEC fail to remove any of its equipment deemed abandoned, title thereto shall pass to CenturyLink under this Agreement as if by a Bill of Sale. Nothing herein shall limit CenturyLink from pursuing, at its option,

any other remedy in law, equity, or otherwise related to CLEC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.

- 96.5 CLEC shall surrender all keys, access cards and CenturyLink-provided photo Identification cards to the Collocation Space and the Building to CenturyLink, and shall make known to CenturyLink the combination of all combination locks remaining on the Collocation Space.
- 96.6 If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives available, CenturyLink shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other CenturyLink-provided facility in order to fulfill its common carrier obligations, any order or rule of the State Commission or the FCC, or CenturyLink's Tariffs to provide Telecommunications Services to its End User customers. In such cases, CenturyLink will reimburse CLEC for reasonable direct costs and expenses in connection with such reclamation.
- 96.7 If it becomes necessary in CenturyLink's reasonable judgment, and there are no other reasonable alternatives, CenturyLink shall have the right to require CLEC to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from CenturyLink, in which event, CenturyLink shall pay all moving costs, and the contractual monthly fees paid by CLEC for the affected collocation shall remain the same.

## 97. COLLOCATION OPTIONS

- 97.1 CenturyLink will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. CenturyLink shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 97.2 Where space permits, CenturyLink will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. CenturyLink will provide guidelines and specifications upon request. Based on CLEC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At CLEC's option, CenturyLink will permit CLEC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at CLEC's sole expense. CLEC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill CLEC directly for all work performed for CLEC and CenturyLink will have no liability for nor responsibility to pay such charges imposed by the third party vendor. CLEC must provide the local CenturyLink Building contact with one Access key used to enter the locked enclosure. Except in case of emergency, CenturyLink will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

97.2.1 CenturyLink has the right to review CLEC's plans and specifications prior to allowing construction to start. CenturyLink will complete its review

within fifteen (15) Days of receipt of such plans. CenturyLink has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. CenturyLink can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.

- 97.3 CLEC may allow other Telecommunications Carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC (Host) and other Telecommunications Carriers (Guests). CLEC will notify CenturyLink in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.
- 97.3.1 As Host, CLEC will be the sole interface and responsible party to CenturyLink for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other Sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, CenturyLink will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.
- 97.3.2 CenturyLink will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection agreements with CenturyLink utilize a shared collocation cage, CenturyLink will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocater.
- 97.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 97.4 CenturyLink will provide adjacent collocation arrangements (Adjacent Arrangement) where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the CenturyLink property where the adjacent structure (such as a controlled environment vault or similar structure) will be placed. If a mutual agreement cannot be reached, CenturyLink will decide the location, subject to zoning or other State and local regulations and future use by CenturyLink or other requesting Telecommunications Carriers pursuant to an application submitted under Section 99.
- 97.4.1 CLEC will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the CenturyLink Point of Interconnection. Should CLEC elect such an option, CLEC must arrange with a third party vendor to

construct an Adjacent Arrangement structure in accordance with this Agreement.

- 97.4.2 CenturyLink maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). CenturyLink will complete its review within thirty (30) Days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of CLEC. CenturyLink may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. CenturyLink may require CLEC to correct any deviations from approved plans found during such inspection(s).
- 97.4.3 CenturyLink will only permit DC power to be used for collocated equipment, and CLEC shall obtain such power for its collocated equipment from CenturyLink. CLEC agrees to convert any existing self-provided power equipment to CenturyLink-provided power within a reasonable timeframe, not to exceed six months, after the execution of this Agreement. CenturyLink will provide 110v AC power for occasional technician courtesy use, as requested, subject to it being technically feasible.
- 97.4.4 Subject to CLEC being on the waiting list, in the event that space in a CenturyLink Premises becomes available, CenturyLink will provide the option to CLEC to relocate its equipment from an Adjacent Facility into the CenturyLink Premises. In the event CLEC chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the CenturyLink Premises.
- 97.5 To the extent possible, CenturyLink will provide CLEC with contiguous space for any subsequent request for Physical Collocation space, but makes no assurances that contiguous space will be available.
- 97.6 CenturyLink will provide Virtual Collocation in accordance with Applicable Law.
  - 97.6.1 CLEC must purchase the electronic and peripheral equipment that meets applicable FCC requirements, and in consideration of \$1 and the other benefits derived by CLEC from such virtual collocation arrangement, CLEC will lease such equipment to CenturyLink for the sole purpose of having CenturyLink install and maintain the equipment in accordance with terms and conditions of this Agreement. Upon termination of the Virtual Collocation arrangement, CLEC is responsible for the cost of removing the equipment from the Premises.
  - 97.6.2 CenturyLink does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.
  - 97.6.3 CenturyLink will install, maintain, and repair CLEC's equipment needed for the Virtual Collocation within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink, CenturyLink's Affiliates or third parties. Rates for these services will be developed during the application process and must be accepted by CLEC prior to

CenturyLink's commencement of work. The following services are not covered by this Agreement:

- a. services to resolve software or hardware problems resulting from products provided by parties other than CenturyLink or causes beyond the control of CenturyLink;
- b. service of attached, related, collateral or ancillary equipment or software not covered by this Section;
- c. repairing damage caused to CLEC's Virtually Collocated equipment by persons other than CenturyLink, or its authorized contractors, or
- d. repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of CenturyLink.

97.6.4 CLEC warrants that CenturyLink shall have quiet enjoyment of the Virtually Collocated equipment. CenturyLink will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of CenturyLink and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to CenturyLink. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow CenturyLink manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

- a. In the event CenturyLink's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, CenturyLink may give written notice to CLEC and all of CenturyLink's obligations relating to the affected equipment shall terminate immediately.

97.6.5 CenturyLink's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to CLEC at rates on Table 2 or as filed in a Tariff and approved by the Commission.

## **98. DEMARCATION POINT**

98.1 CenturyLink will designate the point of demarcation between CenturyLink's equipment and CLEC's collocated equipment, which point of demarcation shall be in or adjacent to its Collocation Space unless otherwise mutually agreed to by the Parties. At CLEC's request, CenturyLink will identify the location(s) of other possible demarcation points available to CLEC, and CLEC will designate from these location(s) the point(s) of demarcation between its collocated equipment and CenturyLink's equipment. CenturyLink will use its best efforts to identify the closest demarcation point to CLEC's equipment that is available.

- 98.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 98.3 At CLEC's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, CenturyLink will agree to handoff the Interconnection cables to CLEC at its equipment, at CLEC's designated demarcation point. When CLEC elects to install its own POT frame/cabinet, CenturyLink must still provide and install the required DC power panel.

## 99. APPLICATION PROCESS

- 99.1 Upon CLEC's selection of a Premises in which it desires to collocate its Equipment, CLEC can find the then current collocation application form (the "Application") on CenturyLink's website. CLEC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.
  - 99.1.1 CLEC will complete the Application, and return it, along with the appropriate Application Fee, to CenturyLink. The Application shall include complete details of the collocation and Interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. CenturyLink will not process an Application until both the Application and the applicable Application fee are received.
  - 99.1.2 In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by CenturyLink (an "Augment"), CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. In addition to the Application Augment Fee, CLEC will pay all such charges billed by CenturyLink to recover the direct costs of work performed for CLEC's benefit.
  - 99.1.3 Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of CenturyLink, CenturyLink will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.
- 99.2 If CLEC wishes CenturyLink to consider multiple methods for collocation on a single Application, CLEC will need to include in each Application a prioritized list of its preferred methods of collocating (e.g., caged, shared, or other), as well as

adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for CenturyLink to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, CenturyLink may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. CenturyLink will not select for CLEC the type of collocation to be ordered.

- 99.3 Within ten (10) Days after receiving CLEC's Application for collocation, CenturyLink will inform CLEC whether the Application meets each of CenturyLink's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten Days after being informed of them, CLEC shall retain its original position within any collocation queue that CenturyLink maintains. If CenturyLink informs CLEC that there is a deficiency in an Application, CenturyLink will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.
- 99.4 All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 99.5 CenturyLink shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
  - 99.5.1 CenturyLink will notify CLEC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
  - 99.5.2 In order to increase the amount of space available for collocation, CenturyLink will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 99.6 After notifying CLEC that CenturyLink has no available space for Physical Collocation in the requested Central Office (Denial of Application), CenturyLink will allow CLEC, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by CenturyLink within five (5) Days of the Denial of Application.
  - 99.6.1 If CLEC contests CenturyLink's notice that there is not sufficient space for Physical Collocation in the Central Office, the matter will be handled pursuant to the Dispute Resolution provisions of this Agreement, and the parties agree to request expedited resolution of the dispute if the dispute is ultimately submitted to the State Commission for determination as to whether or not CenturyLink meets the demonstration requirement of §251(c)(6) of the Act. If the Commission determines that space is not available, CenturyLink will not be required to conduct a review of floor



space availability in the same central office more frequently than once every six (6) months.

- 99.6.2 On a first come, first serve basis, CenturyLink will maintain a waiting list of requesting carriers who have either (i) received a Denial of Application for lack of space, or (ii) have submitted a Letter of Intent to collocate where it is publicly known that the Premises is out of space. CenturyLink will place CLEC on the waiting list for collocation in a particular Premises according to the date CLEC submitted its complete Application, together with the applicable fee, and not the date of denial for lack of space.
- 99.6.3 CenturyLink will simultaneously notify the Telecommunications Carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied Physical Collocation space at a CenturyLink Premises and challenges CenturyLink on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, CenturyLink will advise CLEC as to its position on the list.
- 99.6.4 If CLEC's Application for Physical Collocation is denied due to lack of space, CenturyLink will place CLEC on the waiting list for collocation in particular Premises according to the date CLEC submitted its complete Application together with the applicable fee, and not the date of denial for lack of space.
- 99.7 CenturyLink will provide a price quote within thirty (30) Days of receipt of a complete and accurate single Application and applicable Application fee. The price quote response period will be increased by one Day for every additional Application received from CLEC on that same Day.
- 99.8 CLEC has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. CenturyLink need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by CenturyLink, CLEC does not notify CenturyLink that Physical Collocation should proceed.
- 99.9 CLEC will indicate its intent to proceed with equipment installation in a CenturyLink Premises by accepting the price quote, which constitutes a Bona Fide Firm Order (BFFO). If CLEC makes changes to its Application in light of CenturyLink's written Application Response, CenturyLink may be required to re-evaluate and respond to the change(s). In this event, CLEC's Application will be treated as a revision under Section 99.4.
- 99.10 Space preparation for the Collocation Space will not begin until CenturyLink receives the BFFO and all applicable fees, including all non-recurring charges required by CenturyLink at the time of the BFFO.
- 99.11 All price quotes accepted by CLEC along with the associated Applications will become binding attachments to this Agreement and will control the respective billing, payment, use, and provisioning obligations of the Parties.

## **100. SPACE RESERVATION**

- 100.1 The parties may reserve Physical Collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 98. Neither CenturyLink, nor any of its Affiliates, will reserve space for future use on terms more favorable than those that apply to other Telecommunications Carriers seeking to reserve collocation space for their own future use.

## **101. PROVISIONING INTERVALS**

- 101.1 Unless otherwise agreed to by the Parties, CenturyLink will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of CenturyLink's receipt of a BFFO, unless such arrangements require special construction, in which case the additional time necessitated by such special construction will be specified as part of CenturyLink's quote. If CenturyLink or CLEC is unable to complete construction as provided herein, the parties will agree to a mutually acceptable interval or CenturyLink may petition the Commission for waiver.

## **102. CONSTRUCTION AND COMMENCEMENT OF BILLING**

- 102.1 CenturyLink, in its sole discretion, may permit CLEC or its designated subcontractor to perform the construction of Physical Collocation space. If CLEC self-provisions the construction of a Physical Collocation arrangement, CLEC is required to contract with a CenturyLink approved Contractor to perform all work, provided however, that any such CLEC subcontractor shall be subject to CenturyLink's security standards. CenturyLink reserves the right to reject any CLEC subcontractor upon the same criteria that CenturyLink would use on its own subcontractors. CLEC will notify CenturyLink in writing when construction of Physical Collocation space is complete. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 102.2 CenturyLink shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to CenturyLink when CLEC has completed its installation of equipment and facilities in the Collocation space, and CenturyLink may conduct such inspection at any time within five (5) Business Days of receipt of such notice. During such inspection, CenturyLink will identify any non-compliant installations or deficiencies that need to be corrected before CLEC can turn up the equipment and facilities. CLEC shall have the right to be present at such inspection, and CLEC will correct any non-compliant installations or deficiencies within five (5) Business Days after the inspection and modify its installation to achieve compliance prior to turning up its equipment and facilities.. CLEC will notify CenturyLink when such corrections have been completed, and CenturyLink may repeat the inspection process. CLEC may turn up its equipment and facilities if CenturyLink does not conduct an inspection within the (5) Days after receipt of notice that such installation or correction is complete. If CLEC does not turn up its equipment and facilities within sixty (60) Days after the later of (i) CenturyLink has notified CLEC of completion of construction or (ii) the Projected Implementation Date as the same may be revised in accordance with this Agreement, then CLEC shall be deemed to have cancelled its order and the provisions of this Agreement shall apply with respect to surrender and vacation of

the Collocation Space and the disposition of any of CLEC's equipment. Failure of CenturyLink to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CenturyLink not to inspect such Collocation space.

- 102.3 To the extent CenturyLink performs the construction of the Physical Collocation Arrangement, CenturyLink shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by CenturyLink as the result of any revision to the Collocation request, which shall be subject to Section 99.4. CLEC will pay all applicable fees, including any nonrecurring charges required by CenturyLink, prior to CenturyLink commencing construction of the collocation space.
- 102.4 CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by CenturyLink to prepare any Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space which may be required by Applicable Law for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and State requirements, or other modifications required by local ordinances. CenturyLink will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. CenturyLink must advise CLEC if extraordinary costs will be incurred.
- 102.5 Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 102.6 CenturyLink will notify CLEC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. CenturyLink will commence to correct any deviations to CLEC's original or jointly amended requirements within five (5) Days after the walk through. If CLEC does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, CLEC will be deemed to have accepted the Collocation Space and billing will commence.
- 102.7 CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

### 103. EQUIPMENT

- 103.1 CLEC may only locate equipment necessary for Interconnection to CenturyLink or accessing CenturyLink's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 USC §251(C)(3), 47 USC §251(C)(2), and 47 C.F.R. §51.323(b-c).
- 103.2 CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. CLEC is responsible for the shipping and delivery of all equipment or materials associated with the collocation arrangement, and CLEC shall instruct equipment vendors to ship equipment or materials directly to CLEC or their CenturyLink approved contractor on CLEC's behalf. No CLEC equipment or supplies may be delivered, other than by CLEC or their CenturyLink approved contractor, to a Premises containing the Collocation Space, nor shall such equipment or supplies be stored or staged outside of the licensed Collocation Space.
- 103.3 All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (NEBS), but CenturyLink will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If CenturyLink denies collocation of CLEC's equipment, citing safety standards, CenturyLink must provide to CLEC within five (5) Business Days of the denial a list of all equipment that CenturyLink locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends the competitor's equipment fails to meet. In the event that CenturyLink believes that the collocated equipment is not necessary for Interconnection or access to unbundled network elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, CLEC will not install said equipment.
- 103.4 CLEC must notify CenturyLink in writing that collocation equipment installation is complete and is operational with CenturyLink's network. If CLEC fails to place operational telecommunications equipment in the collocated space and either interconnect to CenturyLink or install UNEs to its collocation arrangement (per 47 USC 251 §251(c)(6)) within one hundred eighty (180) Days of CLEC's acceptance of CenturyLink's price quote, or other time period mutually agreed to by CLEC and CenturyLink, CenturyLink may terminate the applicable Collocation Space upon written notice. CLEC will reimburse CenturyLink for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.
- 103.5 If CLEC has provisioned services to any customers without being in compliance with the terms of this Agreement governing collocation arrangements and the installation and operation of equipment within a collocation arrangement, CLEC will be billed access rates for all services for the period beginning with the

installation of the services until the collocation arrangement is brought into compliance.

#### **104. AUGMENTS AND ADDITIONS**

104.1 When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of CenturyLink, CenturyLink may not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify CenturyLink of the modifications or additional equipment prior to installation.

104.2 In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by CenturyLink, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. A major or minor Augments fee will apply.

104.2.1 Major Augments are those requests that include, but may not be limited to, one or more of the following:

- a. require additional AC or DC power or add or remove power cables,
- b. add equipment that generates additional BTUs of heat,
- c. require additional floor space,
- d. add or remove cable terminations and/or entrance cables,
- e. require installation of cable racking or other support structures, or
- f. request additional cross connects for access to unbundled network elements that exceed 2000 DS-0s or 168 DS-1s or 96 DS-3s. Augment requests that mix DS-0, DS-1, and/or DS-3 cross connects will be evaluated on an ICB basis.

104.2.2 Minor Augments are those requests that:

- a. do not meet the requirements for a major Augment,
- b. do not involve exceeding the capacity of the existing electrical/power or HVAC system,
- c. request additional cross connects for access to unbundled network elements that use existing panels, relay racks, and racking and do not exceed the listed major Augment cross connect quantities, or
- d. do not require power work-arounds (e.g.; changing a DC power fuse or extending occasional use AC power circuits).

104.3 CLEC must submit an Application and applicable Application fee to obtain a price quote. CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for CLEC's point of termination. The price

quote will contain the charges and the construction interval for that application. Under normal circumstances, the construction interval for Augments will not exceed ninety (90) Days from CenturyLink's receipt of a BFFO. If special or major construction is required, CenturyLink will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for Augments

#### **105. USE OF COMMON AREAS**

- 105.1 CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by CenturyLink from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of CLEC at the Collocation Space; provided, however, that CenturyLink shall have the right to reserve parking spaces for CenturyLink's exclusive use or use by other occupants of the Building. CenturyLink does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. CenturyLink does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of CenturyLink, and CenturyLink shall have the right to change the level, location and arrangement of parking areas and other common areas, as CenturyLink may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as CenturyLink may from time to time impose, consistent with CLEC's right to access its Collocation Space. Notwithstanding the above, CenturyLink may restrict access to such areas or facilities on grounds of security, and CenturyLink may require that a CenturyLink employee accompany CLEC's personnel or representatives. CenturyLink shall impose any such requirement in such a manner so as not to unnecessarily delay or hinder the twenty-four hours a day, seven days a week access to CLEC's equipment and space.
- 105.2 CenturyLink, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by CenturyLink, for the non-exclusive use of CLEC, CenturyLink and any other Building occupant. CLEC shall not waste or permit the waste of water.
- 105.3 CenturyLink shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, CenturyLink shall provide no security specific to CLEC's Collocation Space. CenturyLink shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or CLEC equipment unless CenturyLink has failed to provide Building and Premises security in accordance with its normal business practices.
- 105.4 CenturyLink shall furnish, to the same extent it provides to itself and affiliates, passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by CenturyLink.

**106. CO-CARRIER CROSS CONNECTION**

106.1 Co-carrier cross-connects (CCXCs) are connections between CLEC and another collocated Telecommunications Carrier other than CenturyLink, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same CenturyLink Premises, provided that the collocated equipment is also used for Interconnection with CenturyLink and/or for access to CenturyLink's unbundled Network Elements. CenturyLink shall provide such CCXCs from CLEC's collocation arrangement to the collocation arrangement of another Telecommunications Carrier in the same CenturyLink premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLEC to another Telecommunications Carrier.

106.1.1 CenturyLink will provide such CCXCs for non-adjacent collocation arrangements at the expense of CLEC per CLEC's request. CenturyLink will provide connections between CLEC's own non-adjacent virtual and/or Physical Collocation arrangements within the same central office at the expense of CLEC and provisioned per CLEC's order.

106.2 The term "Adjacent" in this Section refers to collocation arrangements in the same Premises that share a common lateral border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. §51.323(k)(3).

**107. RATES**

107.1 The rates for collocation are listed on Table 2.

107.2 If CLEC is the first collocater in the CenturyLink Premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, Remote Switch module related options and POT bay-related options.

107.3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the Physical Collocation space request. If required, ADA construction will be provided on an ICB. If CenturyLink is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, CenturyLink will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should CenturyLink benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should CenturyLink be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), CenturyLink shall absorb all of the costs related to such an upgrade.

107.4 Facility Modifications

107.4.1 To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is

allocated using the proportion of the new space occupied to the total new space made available.

- 107.4.2 If a non-requesting party benefits from the modification, e.g., using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 107.4.3 None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 107.4.4 If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.
- 107.4.5 Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

#### **108. CENTURYLINK SERVICES AND OBLIGATIONS**

108.1 CenturyLink shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. CenturyLink shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLEC to CenturyLink in its Application which CLEC hereby represents to CenturyLink is sufficient to allow CLEC equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of CenturyLink or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

- 108.1.1 If CLEC locates equipment or facilities in the Collocation Space which CenturyLink determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by CenturyLink in the Building, CenturyLink reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to CenturyLink. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata



share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

108.1.2 CLEC's refusal to be responsible for the cost of any necessary air conditioning or other environmental controls shall constitute acceptable grounds for denial of collocation for technical reasons.

108.2 CenturyLink shall provide power as requested by CLEC to meet CLEC's need for placement of equipment, Interconnection, or provision of service; except that CenturyLink is not obligated to Augment available DC capacity solely to meet CLEC's needs unless CLEC offers to pay for such Augmentation and such Augmentation can be effected within applicable engineering, building and electrical code requirements.

108.2.1 CLEC covenants and agrees that CenturyLink shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.

108.2.2 CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of CLEC's equipment shall not exceed the requested capacity.

108.2.3 Central office power supplied by CenturyLink into CLEC's equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated CLEC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of CLEC equipment. The termination location shall be as agreed by the parties.

108.2.4 CenturyLink power equipment supporting CLEC's equipment shall:

- a. Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout or at minimum, at Parity with that provided for similar CenturyLink equipment;
- b. Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for CLEC equipment, or, at minimum, at Parity with that provided for similar CenturyLink equipment;
- c. Provide, upon CLEC's request and at CLEC's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) CLEC traffic;

- d. Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level above the top of CLEC equipment plus or minus two (2) feet to the left or right of CLEC's final request; and
  - e. Provide feeder cable capacity and quantity to support the ultimate equipment layout for CLEC's equipment in accordance with CLEC's collocation request.
- 108.2.5 CenturyLink shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2.
- 108.2.6 CenturyLink shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 108.2.7 CenturyLink will provide CLEC with written notification within ten (10) Business Days of any scheduled DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CLEC equipment located in CenturyLink facility. CenturyLink shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC's equipment.
- 108.2.8 If CenturyLink, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by CLEC in the Collocation Space, and thereby poses a potential liability or additional cost to CenturyLink's own operations, CenturyLink may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse CenturyLink for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space. CLEC shall also pay for additional electricity provided via these circuits.
  - a. CLEC's refusal to be responsible for the cost of any necessary electrical circuits shall constitute acceptable grounds for denial of collocation for technical reasons.
- 108.3 CenturyLink shall provide fire protection systems in CenturyLink Buildings and on CenturyLink Premises as required by Federal and State regulatory rules and in full compliance with local ordinances. CenturyLink shall furnish fire or smoke detection systems designed to comply with the National Fire Protection Association (NFPA) Standards on Automatic Fire Detectors.
  - 108.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by CenturyLink as required by applicable fire codes.
  - 108.3.2 CenturyLink and CenturyLink's insurance carriers will perform regular inspections of fire protection systems, and CLEC hereby agrees to provide CenturyLink and CenturyLink's insurance carriers access to the Collocation Space for purposes of such

inspections, via pass key or otherwise. CenturyLink agrees to provide CLEC with notice of its intent to access CLEC's Collocation Space where, in CenturyLink's sole discretion, such notice is practicable; provided, however, that no failure of CenturyLink to give such notice will affect CenturyLink's right of access or impose any liability on CenturyLink. CenturyLink will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of CLEC, its employees, agents or invitees, in which case CLEC shall reimburse CenturyLink for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, CLEC shall, if at fault, and at CenturyLink's option, replace Halon or other fire extinguishing material discharged as a result of CLEC's act or omission. CLEC shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if CLEC is aware of damage to the fire protection systems it shall promptly notify CenturyLink.

108.3.3 CLEC is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, CenturyLink is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the willful misconduct of CenturyLink, its officers, agents or employees.

108.4 CenturyLink shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with CenturyLink's normal business practices.

108.4.1 CenturyLink shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by CLEC. If CenturyLink shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delays are not caused by CLEC, CLEC's sole right and remedy shall be, after further notice to CenturyLink, to make such repairs or perform such maintenance and to deduct that cost and expenses from the Physical Collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

108.4.2 CenturyLink shall, where practical, provide CLEC with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that CenturyLink shall have no obligation to provide such notice if CenturyLink determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by CenturyLink. CLEC shall pay CenturyLink for overtime and for any other expenses incurred if such work is done

during other than normal working hours at CLEC's request. CLEC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

- 108.4.3 The cost of all repairs and maintenance performed by or on behalf of CenturyLink to the Collocation Space which are, in CenturyLink's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by CLEC or CLEC's employees, invitees or agents, shall be paid by CLEC to CenturyLink within ten (10) Days after being billed for the repairs and maintenance by CenturyLink.
- 108.5 CenturyLink shall provide CLEC with notice via email three (3) Business Days prior to those instances where CenturyLink or its subcontractors perform work which is known to be a Service Affecting activity. CenturyLink will inform CLEC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after CenturyLink learns that such outage has occurred.
- 108.6 CenturyLink reserves the right to stop any service when CenturyLink deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, CenturyLink agrees to use its best efforts not to interfere with CLEC's use of Collocation Space. CenturyLink does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of CenturyLink.
- 108.6.1 No such interruption of service shall be deemed an eviction or disturbance of CLEC's use of the Collocation Space or any part thereof, or render CenturyLink liable to CLEC for damages, by abatement of CLEC Fees or otherwise, except as set forth in the Tariff, or relieve CLEC from performance of its obligations under this Agreement. CLEC hereby waives and releases all other claims against CenturyLink for damages for interruption or stoppage of service
- 108.7 CenturyLink shall have access to CLEC's Physical Collocation Space at all times, via pass key or otherwise, to allow CenturyLink to react to emergencies, to maintain the space (not including CLEC's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or CenturyLink, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of CLEC's Collocation Space has been established, and if conditions permit, CenturyLink will provide CLEC with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing CLEC the option to be present at the time of access. CLEC shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.
- 108.7.1 CenturyLink may enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as CenturyLink deems necessary. CLEC hereby waives any claim for damage, injury, interference with CLEC's business, any loss of occupancy or quiet enjoyment of the

Collocation Space, and any other loss occasioned by the exercise of CenturyLink's access rights, except in the event such damages result solely from the willful misconduct of CenturyLink.

- 108.7.2 CenturyLink may use any means CenturyLink may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by CenturyLink by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of CLEC from the Collocation Space or any portion thereof.

## **109. CLEC'S OBLIGATIONS**

- 109.1 CLEC shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. CLEC shall promptly notify CenturyLink of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). CLEC shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 109.2 CLEC agrees to abide by all of CenturyLink's security practices for non-CenturyLink employees with access to the Building, including, without limitation:
- 109.2.1 CLEC must obtain non-employee photo identification cards for each CLEC employee or vendor. Temporary identification cards may otherwise be provided by CenturyLink for employees or agents, contractors and invitees of CLEC who may require occasional access to the Collocation Space.
- 109.2.2 CLEC will supply to CenturyLink the completed access form for employees or approved vendors who require access to the Premises. CenturyLink may reasonably deny access to any person into the Building. CenturyLink's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with CenturyLink. CenturyLink may issue security cards, codes, or keys to CLEC's listed employees or vendors where such systems are available and their use by CLEC will not otherwise compromise Building security. The rate for the issuance of security cards is listed on Table 2.
- 109.2.3 CLEC is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. CLEC will reimburse CenturyLink actual costs due to unreturned or replacement cards, codes, or keys.
- 109.2.4 In the event that a key is lost, CLEC is responsible for costs associated with recoring locks and reissuing keys to CenturyLink and other parties authorized to access the Premise.

- 109.2.5 CLEC's employees, agents, invitees and vendors must display identification cards at all times.
  - 109.2.6 CLEC will assist CenturyLink in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
  - 109.2.7 Removal of all furniture, equipment or similar articles will be based on local CenturyLink security practices. These security practices will not be more stringent for CLEC than CenturyLink requires for its own employees or CenturyLink's contractors.
  - 109.2.8 Before leaving the Collocation Space unattended, CLEC shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of CenturyLink or any other party with equipment in the Building resulting from CLEC's failure to do so shall be the responsibility of CLEC. CLEC will defend and indemnify CenturyLink from and against any claim by any person or entity resulting in whole or in part from CLEC's failure to comply with this Section.
  - 109.2.9 CLEC agrees that CenturyLink may provide a security escort for Physical Collocation, at no cost or undue delay to CLEC, to CLEC personnel while on CenturyLink Premises. While such escort shall not be a requirement to CLEC's entry into the Building, CLEC must allow the security escort to accompany CLEC personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.
  - 109.2.10 CLEC shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for twenty-four (24) hour emergency use by CenturyLink. CLEC shall promptly update this information as changes occur.
- 109.3 CLEC will provide CenturyLink with written notification within ten (10) Business Days of any scheduled DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to CenturyLink equipment located in CLEC facility. CLEC shall provide CenturyLink immediate notification by telephone of any emergency power activity that would impact CenturyLink equipment.
- 109.4 CLEC shall not provision and/or install Uninterruptible Power Supply (UPS) systems within the CenturyLink Premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 109.5 CLEC shall not place Electro-Chemical Storage Batteries of any type inside the Collocation Space.

- 109.6 CLEC shall provide CenturyLink with written notice three (3) Business Days prior to those instances where CLEC or its subcontractors perform work, which is to be a known Service Affecting activity. CLEC will inform CenturyLink by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after CLEC learns that such outage has occurred so that CenturyLink can take any action required to monitor or protect its service.
- 109.7 CLEC may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by CLEC and at CLEC's expense, CenturyLink will provide basic telephone service with a connection jack in the Collocation Space.
- 109.8 CLEC shall, with the prior written consent of CenturyLink, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that CLEC may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
- 109.8.1 If any governmental bureau, department or organization or CenturyLink's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of CLECs in general are located, such changes, modifications, or additions shall be made by CenturyLink and CLEC shall reimburse CenturyLink for the cost thereof in the same proportion as the size of CLEC's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 109.9 CLEC shall identify and shall provide advance notification to CenturyLink in writing of any Hazardous Materials CLEC wants to bring onto the Premises, and will provide CenturyLink copies of any inventories or other data provided to State Emergency Response Commissions (SERCs), Local Emergency Planning Committees (LEPCs), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 USC §11001, et seq.). CLEC, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, State or local laws, ordinances, rules and regulations. CLEC will promptly notify CenturyLink of any releases of Hazardous Materials and will copy CenturyLink on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
- 109.9.1 CLEC shall provide CenturyLink copies of all Material Safety Data Sheets (MSDSs) for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. §1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. §1910.1200 and applicable State regulations if such regulations are more stringent.
- 109.9.2 If CenturyLink discovers that CLEC has brought onto CenturyLink's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any

applicable environmental law, CenturyLink may, at CenturyLink's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. CLEC shall be responsible for, without cost to CenturyLink, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. CLEC shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If CenturyLink elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, CLEC shall have no recourse against CenturyLink and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to CenturyLink for defaults under this Agreement.

109.9.3 CLEC shall indemnify and hold harmless CenturyLink, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, CenturyLink or asserted against CenturyLink by any other party or parties (including, without limitation, CenturyLink's employees and/or contractors and any governmental entity) arising out of, or in connection with, CLEC's use, storage or disposal of Hazardous Materials.

109.9.4 For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. §1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 USC §6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 USC §2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601, et seq.) or any other federal, State or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

109.10 CLEC shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, State or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. CLEC shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb,



endanger, or otherwise interfere with the Telecommunications Services of CenturyLink, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

- 109.10.1 CLEC shall not exceed the Uniformly Distributed Live Load Capacity. CenturyLink shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. CLEC agrees to provide CenturyLink with equipment profile information prior to installation authorization.
- 109.10.2 CLEC shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Collocation Space, without the prior written consent of CenturyLink.
- 109.10.3 CLEC shall not use the name of the Building or CenturyLink for any purpose other than that of the business address of CLEC, or use any picture or likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of CenturyLink.
- 109.10.4 CLEC shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space as specified in this Agreement without the prior written consent of CenturyLink.
- 109.10.5 CLEC shall not place anything or allow anything to be placed near the glass of any door, partition or window which CenturyLink determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. CLEC shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.
- 109.10.6 CLEC shall not, without the prior written consent of CenturyLink install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus in the Collocation Space. CenturyLink may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 109.10.7 CLEC shall not use the Collocation Space for meeting, housing, lodging or sleeping purposes.
- 109.10.8 CLEC shall not eat, drink, or smoke in the Collocation Space.

- 109.10.9 CLEC shall not bring any animals to the collocation space except those used by the visually impaired. In the case of such a need, advance notice is required.
- 109.10.10 CLEC, its employees, agents, contractors, and business invitees shall:
- 109.10.10.1 comply with all rules and regulations which CenturyLink may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and
  - 109.10.10.2 comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 109.11 CLEC shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to CenturyLink and securing the prior written consent of CenturyLink in each instance. CenturyLink's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of CLEC.
- 109.11.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with CenturyLink's transaction of business. CLEC shall permit CenturyLink to inspect all construction operations within the Collocation Space.
    - a. CLEC shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of CenturyLink.
  - 109.11.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of CLEC or others shall become the

property of CenturyLink, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, CenturyLink shall have the right to require CLEC to remove such fixtures and installations, alterations or additions at CLEC's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

109.11.3 All fixtures and other equipment to be used by CLEC in, about or upon the Collocation Space shall be subject to the prior written approval of CenturyLink, which shall not be unreasonably withheld.

109.12 Fireproofing Policy. If CLEC desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of CLEC. CenturyLink shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with CenturyLink's fireproofing policy, any penetrations by CLEC, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by CLEC with CenturyLink-approved fire barrier sealants, or by CenturyLink at CLEC's cost.

109.13 Equipment Grounding. CLEC equipment shall be connected to CenturyLink's grounding system.

109.14 Representations and Warranties. CLEC hereby represents and warrants that the information provided to CenturyLink in any Application or other documentation relative to CLEC's request for telecommunications facility Interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that CLEC has all necessary corporate and regulatory authority to conduct business as a Telecommunications Carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

## **110. BUILDING RIGHTS**

110.1 CenturyLink may, without notice to CLEC:

110.1.1 Change the name or street address of the Premises;

110.1.2 Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

110.1.3 Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;

- 110.1.4 Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding CLEC's safes;
  - 110.1.5 Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
  - 110.1.6 Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as CenturyLink shall direct and in all events at CLEC's sole risk and responsibility;
  - 110.1.7 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. CenturyLink shall limit inconvenience or annoyance to CLEC as reasonably possible under the circumstances;
  - 110.1.8 Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;
  - 110.1.9 Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude CLEC from the use expressly permitted by this Agreement, unless CenturyLink exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;
  - 110.1.10 Close the Building at such reasonable times as CenturyLink may determine, under such reasonable regulations as shall be prescribed from time to time by CenturyLink subject to CLEC's right to access.
- 110.2 If the owner of the Building or CenturyLink sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, CenturyLink's performance under this Agreement shall be excused to the extent of the inconsistency. CenturyLink hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate CenturyLink to incur any out of pocket expenses in its efforts to avoid such inconsistencies.
- 110.3 This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed

on the Collocation Space and CLEC agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

## **111. INDEMNIFICATION**

111.1 CLEC shall indemnify, defend, save and hold CenturyLink harmless from any and all claims arising from:

- 111.1.1 CLEC's use of the Collocation Space;
- 111.1.2 the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation Space or elsewhere;
- 111.1.3 any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation Space. CLEC shall give CenturyLink written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford CenturyLink the opportunity of filing appropriate notices of non-responsibility. However, failure by CenturyLink to give notice does not reduce CLEC's liability under this Section;
- 111.1.4 If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLEC shall give CenturyLink written notice thereof as soon as CLEC obtains such knowledge;
- 111.1.5 CLEC shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent CenturyLink, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the thirty-day period;
- 111.1.6 If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's expense, contest any mechanic's lien in any manner permitted by law.

## **112. PARTIAL DESTRUCTION**

- 112.1 If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, CenturyLink may, at its option, restore the Collocation Space to its previous condition. CLEC's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, CenturyLink notifies CLEC of its election to terminate CLEC's rights to the applicable Collocation Space. If CenturyLink does not elect to terminate CLEC's rights to the applicable Collocation Space, CenturyLink shall repair the damage to the Collocation Space caused by such casualty.
- 112.2 Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of CLEC, its agents, employees, contractors, CLECs, customers or business invitees, unless

CenturyLink otherwise elects, CLEC's rights to the applicable Collocation Space shall not terminate, and, if CenturyLink elects to make such repairs, CLEC shall reimburse CenturyLink for the cost of such repairs, or CLEC shall repair such damage, including damage to the Building and the area surrounding it, and the contractual monthly fees paid by CLEC for the affected collocation shall not abate.

- 112.3 If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, CenturyLink may, at its election within ninety (90) Days of such casualty, terminate CLEC's rights to the applicable Collocation Space by giving written notice of its intent to terminate CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

### **113. EMINENT DOMAIN**

- 113.1 If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, CLEC's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, CenturyLink shall have the right to terminate CLEC's rights to the applicable Collocation Space upon not less than thirty (30) Days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by CenturyLink to CLEC for such cancellation, and CLEC shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings

### **114. BANKRUPTCY**

- 114.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, CenturyLink may, if CenturyLink so elects but not otherwise, and with or without notice of such election or other action by CenturyLink, forthwith terminate this Agreement.

### **115. ASBESTOS**

- 115.1 CLEC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and CLEC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). CLEC agrees that it is responsible for contacting the appropriate CenturyLink manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that CLEC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises.

CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by CenturyLink. CenturyLink agrees to provide CLEC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. CenturyLink will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in CenturyLink Premises.

#### **116. MISCELLANEOUS**

- 116.1 CLEC warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify CenturyLink from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 116.2 Submission of this instrument for examination or signature by CenturyLink does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both CenturyLink and CLEC.
- 116.3 Neither CenturyLink nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by CLEC by implication or otherwise unless expressly set forth herein.
- 116.4 In the event of work stoppages, CenturyLink may establish separate entrances for use by personnel of CLEC. CLEC shall comply with any emergency operating procedures established by CenturyLink to deal with work stoppages.

## **ARTICLE X. PRICING**

### **117. GENERAL PRICING TERMS**

- 117.1 All prices under this Agreement are set forth in the attachments designated Table 1 and Table 2 of this Agreement which are hereby incorporated into, and made a part of, this Agreement. If this Agreement provides for a service that does not have a corresponding rate in Table 1 or Table 2, or is not subject to Section 52, CenturyLink will develop a rate consistent with the relevant Section.
- 117.2 Subject to the provisions of Section 62.1, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

### **118. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

- 118.1 Interconnection. Every Interconnection and service provided by CenturyLink, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Agreement, which are legitimately related to such Interconnection or service, including rates set forth in this Article, as in applicable Tariffs, or as specified by the Interconnection terms.
- 118.2 Unbundled Network Elements. The charges that CLEC shall pay to CenturyLink for Unbundled Network Elements are set forth in Table 1 of this Agreement.
- 118.3 Collocation. The charges that CLEC shall pay to CenturyLink for Collocation are set forth in Table 2 of this Agreement.

### **119. APPLICATION OF NON RECURRING CHARGES**

- 119.1 Pre-ordering:
- 119.1.1 "Account Establishment" is a one-time charge applied the first time that CLEC orders any service from a CenturyLink Affiliate.
- 119.1.2 "Customer Record Search" ("CSR") applies when CLEC requests a summary of the services currently subscribed to by the End User Customer.
- 119.2 A Service Order Charge for all LSRs (including Number Portability and NID LSRs) will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes; CSRs will be charged at the CSR rate. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyLink will bill the Service Order charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.
- 119.3 Custom Handling. These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs:
- 119.3.1 "Service Order Expedite" applies if CLEC requests service prior to the standard due date intervals.
- 119.3.2 "Coordinated Hot Cut" applies when the LSR requests a Coordinated Hot Cut, a combined and simultaneous effort between CenturyLink and CLEC to perform the completion of a Local Service Request order.
- 119.3.4 "Time and Materials" charges apply for non-standard or individual-case-basis work requested by CLEC.



119.3.4 "NID Outside Facility Connection" applies in addition to the ISO when incremental fieldwork is required.

#### **120. NON-RECURRING CHARGES (NRCS) FOR RESALE SERVICES**

- 120.1 NRCs, other than those for Pre-ordering and Custom Handling specifically listed in this attachment, will be charged from the appropriate retail Tariff.
- 120.2 For subscriber conversions requiring coordinated cut-over activities, coordinated hot cut charges will apply on a per order basis in addition to all other appropriate charges.

#### **121. TO BE DETERMINED (TBD) PRICES**

- 121.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as "to be determined" or "TBD." If a provision references a specific rate element in Table 1 or 2 and there are no corresponding prices or rates in such Table 1 or 2, such price shall be considered TBD.
- 121.2 In the event the Parties are unable to agree upon a price for a TBD item, CenturyLink will use the Tariffed rate, if one exists, for the most analogous Tariffed product or service as the interim price. Either Party may then invoke the dispute resolution process set forth in Article II to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

#### **122. INDIVIDUAL CASE BASIS PRICING (ICB)**

- 122.1 Individual Case Basis (ICB) pricing will be provided by CenturyLink upon request from CLEC for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 122.2 CenturyLink will process ICB Pricing requests upon receipt from CLEC. CenturyLink will provide CLEC a price quote within thirty (30) Business Days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) Business Days from the receipt of the request.

## **ARTICLE XI. MISCELLANEOUS**

### **123. AUTHORIZATION AND AUTHORITY**

- 123.1 Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents it has had the opportunity to consult with legal counsel of its choosing, and CLEC has not relied on CenturyLink's counsel or on representations by CenturyLink's personnel not specifically contained in this Agreement in entering into this Agreement.
- 123.2 CenturyLink represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 123.3 CLEC represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

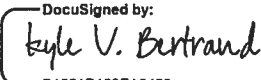
### **124. COUNTERPARTS**

- 124.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives

**Onvoy, LLC**

By:   
DocuSigned by:  
81681B168EA9428  
Name : Kyle Bertrand  
Title: Vice President-NO/PM  
Date: 4/18/2018

**United Telephone Company of the Carolinas LLC dba CenturyLink**

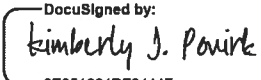
By:   
DocuSigned by:  
8E351664DF3444F  
Name: Kimberly J. Povirk  
Title: Director Sales Support  
Date: 4/18/2018

Table 1 - Rates

KEY CODES		Embarq - South Carolina	August 2014	
MRC	NRC	ICA Elements		
		<b>Account Establishment Charge</b>	<b>MRC</b>	<b>NRC</b>
		Account Establishment		\$0.00
		<b>Customer Record Search Charges</b>	<b>MRC</b>	<b>NRC</b>
		Customer Record Search - Manual		TBD
		Customer Record Search - Electronic		TBD
		<b>Resale Discounts</b>	<b>MRC</b>	<b>NRC</b>
		Other than Operator / DA	9.78%	
		Op Assist / DA	6.86%	
		<b>Usage File Charges</b>	<b>MRC</b>	<b>NRC</b>
		Message Provisioning, per message	\$0.000684	
		Data Transmission, per message	\$0.00000	
		Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		<b>Other Charges</b>	<b>MRC</b>	<b>NRC</b>
		Temporary Suspension of Service for Resale - SUSPEND		\$0.00
		Temporary Suspension of Service for Resale - RESTORE		\$21.00
		PIC Change Charge, per change		Per Tariff
		Operator Assistance / Directory Assistance Branding		ICB
		<b>UNE Loop, Tag &amp; Label / Resale Tag &amp; Label</b>	<b>MRC</b>	<b>NRC</b>
	I0005	Tag and Label on a reinstall loop or an existing loop or resale		\$9.01
		<b>Trip Charge</b>	<b>MRC</b>	<b>NRC</b>
	I0007	Trip Charge		\$18.72
		<b>Service Order / Installation / Repair</b>	<b>MRC</b>	<b>NRC</b>
	I0008	Manual Service Order NRC (excludes ASR)		\$16.55
	I0009	Manual Service Order - Listing Only		\$16.55
	I0010	Manual Service Order - Change Only (excludes ASR)		\$16.55
	I0011	Electronic Service Order (excludes ASR)		\$9.15
	I0012	Electronic Service Order - Listing Only		\$9.15
	I0013	Electronic Service Order - Change Only (excludes ASR)		\$9.15
	I0014	2-Wire Loop Cooperative Testing		\$39.45
	I0015	4-Wire Loop Cooperative Testing		\$48.46
	I0016	Trouble Isolation Charge		\$66.50
		LNP Coordinated Conversion (Hot Cut) - Lines 1 -10		\$68.06
		LNP Coordinated Conversion (Hot Cut) - Each additional line		\$4.42
		LNP Conversion - 10 Digit Trigger		\$0.00
		<b>Custom Handling</b>		
		Expedite Charges per Access Tariff		Special Access Tariff
		Time and Materials		ICB
		<b>UNE to Special Access or Special Access to UNE Conversions or Migrations (Includes EEL)</b>		
	I0018	DS1 Loop, per circuit		\$96.37
	I0019	DS1 Transport, per circuit		\$96.37
		DS3 Loop, per circuit		ICB
		DS3 Transport, per circuit		ICB
		<b>UNBUNDLED NETWORK ELEMENTS (UNE)</b>		

Table 1 - Rates

KEY CODES		Embarq - South Carolina	August 2014	
MRC	NRC	ICA Elements		
		Stand Alone NID	MRC	NRC
		2 Wire	\$1.93	
		4 Wire	\$3.85	
		Other NID Sizes	ICB	
		NID Outside Facilities Connection		ICB
		Pre-Order Loop Qualification	MRC	NRC
	I0236	Loop Make-Up Information		\$11.68
		Loops (Rates include NID Charge)	MRC	NRC
		2-Wire Analog		
I0020		Band 1	\$18.32	
I0021		Band 2	\$34.00	
I0022		Band 3	\$40.52	
I0023		Band 4	\$54.81	
I0024		Band 5	\$83.63	
	I0027	First Line		\$87.90
	I0028	Second Line and Each Additional Line (same time)		\$30.68
	I0029	Re-install (Cut Thru and Dedicated/Vacant)		\$35.67
	I0030	Disconnect		\$39.48
		4-Wire Analog		
I0031		Band 1	\$29.40	
I0032		Band 2	\$54.09	
I0033		Band 3	\$64.35	
I0034		Band 4	\$86.86	
I0035		Band 5	\$132.23	
	I0038	First Line		\$108.77
	I0039	Second Line and Each Additional Line (same time)		\$51.55
	I0040	Re-install (Cut Thru and Dedicated/Vacant)		\$50.93
	I0041	Disconnect		\$39.48
		2-Wire xDSL - Capable Loop		
I0042		Band 1	\$18.32	
I0043		Band 2	\$34.00	
I0044		Band 3	\$40.52	
I0045		Band 4	\$54.81	
I0046		Band 5	\$83.63	
	I0049	First Line		\$89.79
	I0050	Second Line and Each Additional Line (same time)		\$32.57
	I0051	Re-install (Cut Thru and Dedicated/Vacant)		\$35.67
	I0052	Disconnect		\$39.48
		2-Wire Digital Loop		
I0064		Band 1	\$18.32	
I0065		Band 2	\$34.00	
I0066		Band 3	\$40.52	
I0067		Band 4	\$54.81	
I0068		Band 5	\$83.63	
	I0071	First Line		\$89.79
	I0072	Second Line and Each Additional Line (same time)		\$32.57
	I0073	Disconnect		\$39.48
		2-Wire ISDN-BRI Digital Loop		
I0074		Band 1	\$30.01	
I0075		Band 2	\$45.69	
I0076		Band 3	\$52.21	
I0077		Band 4	\$66.50	
I0078		Band 5	\$95.32	

Table 1 - Rates

KEY CODES		Embarq - South Carolina	August 2014	
MRC	NRC	ICA Elements		
	I0081	First Line		\$89.79
	I0082	Second Line and Each Additional Line (same time)		\$32.57
	I0083	Disconnect		\$39.48
		<b>Digital 56k/64k Loop</b>		
I0094		Band 1	\$85.03	
I0095		Band 2	\$100.71	
I0096		Band 3	\$107.23	
I0097		Band 4	\$121.52	
I0098		Band 5	\$150.34	
	I0101	First Line		\$202.00
	I0102	Second Line and Each Additional Line (same time)		\$144.78
	I0103	Disconnect		\$39.48
		<b>DS1 Service</b>		
I0104		Band 1	\$67.81	
I0105		Band 2	\$92.50	
I0106		Band 3	\$102.76	
I0107		Band 4	\$125.27	
I0108		Band 5	\$170.64	
	I0111	First Line		\$283.66
	I0112	Second Line and Each Additional Line (same time)		\$226.44
	I0113	Disconnect		\$39.48
		<b>DS3 Service</b>		
		Add DS3 to existing fiber system	\$2,238.71	\$103.76
		Disconnect		\$18.33
		<b>Sub Loops (Rates Include NID Charge)</b>	<b>MRC</b>	<b>NRC</b>
		Sub-Loops Interconnection (Stub Cable)		ICB
		<b>2 Wire Voice Grade and Digital Data Distribution</b>		
I0114		Band 1	\$8.67	
I0115		Band 2	\$14.87	
I0116		Band 3	\$15.84	
I0117		Band 4	\$16.89	
I0118		Band 5	\$23.19	
	I0121	First Line		\$86.94
	I0122	Second Line and Each Additional Line (same time)		\$29.72
	I0123	Disconnect		\$47.21
		<b>Loop Conditioning</b>	<b>MRC</b>	<b>NRC</b>
		<b>Load Coil Removal</b> for all Digital UNE and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.67
		<b>Load Coil Removal: Loops 18kft or longer</b>		
	I0219	Conditioning Engineering Charge - per loop		\$78.05
	I0220	Conditioning Trip Charge - per loop		\$18.75
	I0221	Unload cable pair, per Underground location		\$185.13
	I0222	Unload Add'l cable pair, UG same time, same location and cable		\$1.13
	I0223	Unload cable pair, per Aerial Location		\$76.57
	I0224	Unload Add'l cable pair, AE or BU, same time, location and cable		\$1.13
	I0225	Unload cable pair, per Buried Location		\$108.71
		<b>Bridged Tap or Repeater Removal - Any Loop Length</b> (The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.)		

Table 1 - Rates

KEY CODES		Embarq - South Carolina	August 2014	
MRC	NRC	ICA Elements		
	I0232	Remove Bridged Tap or Repeater, per Underground Location		\$185.43
	I0226	Remove each Add'l Bridged Tap or Repeater, UG same time, location and cable		\$1.43
	I0227	Remove Bridged Tap or Repeater, per Aerial Location		\$76.88
	I0228	Remove each Add'l Bridged Tap or Repeater, AE or BU same time, location and cable		\$1.43
	I0231	Remove Bridged Tap or Repeater, per Buried Location		\$109.02
		<b>UNE Dedicated Interoffice Transport</b>	<b>MRC</b>	<b>NRC</b>
	DSC00	DS1	Refer to Dedicated Transport Price List	\$99.16
		DS1 Disconnect		\$18.33
	DSC01	DS3	Refer to Dedicated Transport Price List	\$99.16
		DS3 Disconnect		\$18.33
		<b>UNE Multiplexing</b>	<b>MRC</b>	<b>NRC</b>
		Multiplexing elements are only relevant in conjunction with UNE transport.		
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$160.08	\$99.16
		DS1-DS0 Disconnect		\$18.33
I0136	I0137	Multiplexing - DS3-DS1 (per DS3)	\$213.35	\$99.16
		DS3-DS1 Disconnect		\$18.33
		<b>Unbundled Dark Fiber Transport</b>	<b>MRC</b>	<b>NRC</b>
		<b>Dark Fiber Application &amp; Quote Preparation Charge</b>		\$244.00
		Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		
		<b>Transport</b>		
		Interoffice, per foot per fiber		
		Band 1	\$0.01150	
		Band 2	\$0.01780	
		Band 3	\$0.02470	
		<b>Additional Charges Applicable to Transport</b>		
		Fiber Patch Cord, per fiber	\$0.70	
		Fiber Patch Panel, per fiber	\$0.84	
		Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$189.33
		Dark Fiber End-to-End Testing, Initial Strand		\$65.84
		Dark Fiber End-to-End Testing, Subsequent Strand		\$18.40
		<b>EEL Combinations</b>	<b>MRC</b>	<b>NRC</b>
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		<b>INTERCARRIER COMPENSATION</b>		
		<b>Interconnection Facilities</b>	<b>MRC</b>	<b>NRC</b>
		Local Interconnection Entrance Facility		
		DS1 Service		

Table 1 - Rates

KEY CODES		Embarq - South Carolina	August 2014	
MRC	NRC	ICA Elements		
I0236	I0244	Band 1	\$67.81	\$283.66
I0237	I0244	Band 2	\$92.50	\$283.66
I0238	I0244	Band 3	\$102.76	\$283.66
I0239	I0244	Band 4	\$125.27	\$283.66
I0240	I0244	Band 5	\$170.64	\$283.66
	I0246	Disconnect		\$39.48
		<b>DS3 Service</b>		
		Add DS3 to existing fiber system	\$2,238.71	\$103.76
		Disconnect		\$18.33
		<b>Interconnection Facilities - Direct Trunk Transport</b>	<b>MRC</b>	<b>NRC</b>
	DSC00	DS1	Refer to Dedicated Transport Price List	\$99.16
		DS1 Disconnect		\$18.33
	DSC01	DS3	Refer to Dedicated Transport Price List	\$99.16
		DS3 Disconnect		\$18.33
		<b>Interconnection Facilities - Multiplexing</b>	<b>MRC</b>	<b>NRC</b>
I0136	I0137	DS3-DS1 (per DS3)	\$213.35	\$99.16
		Disconnect		\$18.33
		<b>Reciprocal Compensation for Local Traffic</b>		
		<b>End Office and Tandem Switching (Per MOU)</b>	<b>End Office - per Minute of Use</b>	<b>Tandem Switching - per Minute of Use</b>
		<b>Plan Year and Date Range</b>		
		Current - June 30, 2012	\$0.005238	\$0.003326
		Plan Year 1: July 1, 2012 - June 30, 2013	\$0.004474	\$0.002103
		Plan Year 2: July 1, 2013 - June 30, 2014	\$0.003709	\$0.000879
		Plan Year 3: July 1, 2014 - June 30, 2015	\$0.002706	\$0.000879
		Plan Year 4: July 1, 2015 - June 30, 2016	\$0.001703	\$0.000879
		Plan Year 5: July 1, 2016 - June 30, 2017	\$0.000700	\$0.000879
		Plan Year 6: July 1, 2017 - June 30, 2018	\$0.00	\$0.000700
		Effective July 1, 2018	\$0.00	\$0.00
		<b>Common Transport and Common Transport for Indirect Traffic (Per MOU)</b>	<b>Common Transport - per Minute of Use</b>	<b>Common Transport for Indirect Traffic - per Minute of Use</b>
		<b>Plan Year and Date Range</b>		
		Current - June 30, 2012	\$0.000397	\$0.000397
		Plan Year 1: July 1, 2012 - June 30, 2013	\$0.000397	\$0.000397
		Plan Year 2: July 1, 2013 - June 30, 2014	\$0.000397	\$0.000397
		Plan Year 3: July 1, 2014 - June 30, 2015	\$0.000397	\$0.000397
		Plan Year 4: July 1, 2015 - June 30, 2016	\$0.000397	\$0.000397
		Plan Year 5: July 1, 2016 - June 30, 2017	\$0.000397	\$0.000397
		Plan Year 6: July 1, 2017 - June 30, 2018	\$0.00	\$0.000397
		Effective July 1, 2018	\$0.00	\$0.000397
		<b>ISP - Bound Traffic</b>		
		ISP - Bound Traffic	Bill and Keep	



Table 1 - Rates

KEY CODES		Embarq - South Carolina	August 2014	
MRC	NRC	ICA Elements		
		<b>VNXX Traffic</b>		
		VNXX Traffic	Bill and Keep	
		<b>Transit Service</b>		
		Transit Service Charge - per MOU	\$0.005000	
		<b>Toll VOIP-PSTN Traffic</b>	<b>MRC</b>	<b>NRC</b>
		Toll VoIP-PSTN Traffic	CenturyLink's Appropriate Access Tariff	CenturyLink's Appropriate Access Tariff
		Facility PVU	0%	
		<b>Database</b>	<b>MRC</b>	<b>NRC</b>
		Local Number Portability query (LNP)	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Simple	Per interstate tariff	Per interstate tariff
		Toll Free Code query (TFC) - Complex Additive	Per interstate tariff	Per interstate tariff
		Line Information Database query (LIDB)	Per interstate tariff	Per interstate tariff
		Line Information Database query transport (LIDB)	Per interstate tariff	Per interstate tariff
		<b>Directory Services</b>	<b>MRC</b>	<b>NRC</b>
		Directory - Premium & Privacy Listings	Refer to Applicable Retail Tariff	
		Ad Hoc (Each Additional ) Galley		TBD
10233	10234	Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services)	\$0.00	
		<b>911 And E911 Transport and Termination</b>		
		<b>911 Facilities</b>	<b>MRC</b>	<b>NRC</b>
		DS1 where muxing is not required; requirement determined by CenturyLink and varies by SR	Refer to applicable special access tariff	Refer to applicable special access tariff
		DS1 where muxing is required; requirement determined by CenturyLink and varies by SR	Refer to applicable switched access tariff	Refer to applicable switched access tariff
		Multiplexing DS1-DS0(shelf only, rate does not include cards); (where required by CenturyLink, varies by SR)	Refer to applicable Access Tariff	Refer to applicable Access Tariff
		<b>911 Selective Router Ports</b>	<b>MRC</b>	<b>NRC</b>
		DS0 911 Trunk Port - per port (minimum of two ports required)	\$21.08	\$202.00
		<b>911 Transit Service</b>	<b>MRC</b>	<b>NRC</b>
		DS0 charge for 911 transit service per port (min of two ports required)	\$40.00	
		<b>911 Database</b>	<b>MRC</b>	<b>NRC</b>
		MSAG Report- per report requested, applicable to the territory governed by this agreement		\$250.00
		Manual 911 ALI record upload, per record- only available upon CenturyLink approval		\$25.00

Table 1 - Rates

KEY CODES		Embarq - South Carolina	August 2014	
MRC	NRC	ICA Elements		
		In addition to the charges listed above, other charges in applicable wholesale 911 tariffs may apply as determined by CenturyLink on an ICB basis per geographic serving area.		
		<b>Routine Modification Of Facilities</b>	<b>MRC</b>	<b>NRC</b>
		Rearrangement of Cable		
		Rearrangement of Up to 3 Pairs per UNE Loop Ordered	N/A	Included in Loop NRC
		Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered	N/A	ICB
		Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location		
		1. Repeater Equipment Case w/ Repeater Card (for T-1 applications):		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
	10229	Where Special Construction Applies, Non Recurring Charge		\$2,042.21
		2. Doubler Equipment Case w/ Doubler Card (for HDSL applications)		
		Where Special Construction Does Not Apply (Card Installation Only)	Included in Loop MRC	Included in Loop NRC
	10230	Where Special Construction Applies, Non Recurring Charge		\$2,293.35
		Smart Jack	Included in Loop MRC	Included in Loop NRC
		Line Card Installation	Included in Loop MRC	Included in Loop NRC
		Multiplexing	Included in Loop MRC	Included in Loop NRC
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		
		<b>Bona Fide Request (BFR)</b>	<b>MRC</b>	<b>NRC</b>
		Processing Fee		\$1,585.07

Table 1 - Loop Bands

Loop Bands		
Embarq - South Carolina		
Exchange Name	CLLI	Band
Beaufort	BUFTSCXADS0	1
Greenwood XC	GNWDSCXCDS0	1
Laurel Bay	LRBYSCXARS0	2
St Helena	STHLSCXARS0	2
Eutawville	ETVLSCXARS0	3
Greenwood XB	GNWDSCXBRS0	3
Hodges	HDGSSCXARS0	3
Ninety Six	NTSXSCXARS0	3
Ware Shoals	WRSHSCXARS0	3
Cross Hill	CRHLSCXARS0	4
Hampton	HMPNSCXADS0	4
Holly Hill	HLHLSCXADS0	4
Low Country	LWCNSCAAL01	4
Ridgeland	RDLSCXARS0	4
Branchville	BHVLSCXARS0	5
Chappells	CHPLSCXARS0	5
Estill	ESTLSCXADS0	5
Mountville	MTVLSCXARS0	5
Saluda	SALDSCXADS0	5
Troy	TROYSCXARS0	5

Table 1 - Dedicated Transport

Dedicated Transport Price List							Embarq - South Carolina - August 2014	
Key Codes		Rate Band	Route (CLLI to CLLI)		Route (Exchange to Exchange)		Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3		Originating	Terminating	Originating	Terminating		
D0021	D1021	21	BUFTSCXADS0	LRBYSCXARS0	Beaufort	Laurel Bay	\$51.51	\$1,122.25
D0051	D1051	51	BUFTSCXADS0	LWCNSCAAL01	Beaufort	Low Country	\$78.93	\$1,890.03
D0001	D1001	1	BUFTSCXADS0	STHLSCXARS0	Beaufort	St. Helena Island	\$42.37	\$866.33
D0016	D1016	16	CHPLSCXARS0	CRHLSCXARS0	Chappells	Cross Hill	\$69.79	\$1,634.10
D0052	D1052	52	CHPLSCXARS0	GNWDSCXBRS0	Chappells	Greenwood-XB	\$88.07	\$2,145.95
D0047	D1047	47	CHPLSCXARS0	HDGSSCXARS0	Chappells	Hodges	\$124.63	\$3,169.65
D0019	D1019	19	CHPLSCXARS0	MTVLSCXARS0	Chappells	Mountville	\$83.50	\$2,017.99
D0048	D1048	48	CHPLSCXARS0	NTSXSCXARS0	Chappells	Ninety Six	\$60.65	\$1,378.18
D0018	D1018	18	CHPLSCXARS0	SALDSCXADS0	Chappells	Saluda	\$83.50	\$2,017.99
D0049	D1049	49	CHPLSCXARS0	TROYSCXARS0	Chappells	Troy	\$147.48	\$3,809.46
D0050	D1050	50	CHPLSCXARS0	WRSHSCXARS0	Chappells	Ware Shoals	\$142.91	\$3,681.50
D0053	D1053	53	CRHLSCXARS0	GNWDSCXBRS0	Cross Hill	Greenwood-XB	\$78.93	\$1,890.03
D0028	D1028	28	CRHLSCXARS0	HDGSSCXARS0	Cross Hill	Hodges	\$88.07	\$2,145.95
D0011	D1011	11	CRHLSCXARS0	MTVLSCXARS0	Cross Hill	Mountville	\$37.80	\$738.37
D0029	D1029	29	CRHLSCXARS0	NTSXSCXARS0	Cross Hill	Ninety Six	\$65.22	\$1,506.14
D0009	D1009	9	CRHLSCXARS0	SALDSCXADS0	Cross Hill	Saluda	\$133.77	\$3,425.57
D0030	D1030	30	CRHLSCXARS0	TROYSCXARS0	Cross Hill	Troy	\$152.05	\$3,937.42
D0031	D1031	31	CRHLSCXARS0	WRSHSCXARS0	Cross Hill	Ware Shoals	\$97.21	\$2,401.88
D0022	D1022	22	ESTLSCXADS0	HMPNSCXADS0	Estill	Hampton	\$69.79	\$1,634.10
D0023	D1023	23	ETVLSCXARS0	HLHLSCXADS0	Eutawville	Holly Hill	\$51.51	\$1,122.25
D0024	D1024	24	GNWDSCXCDS0	HDGSSCXARS0	Greenwood-XC	Hodges	\$56.08	\$1,250.22
D0010	D1010	10	GNWDSCXCDS0	MTVLSCXARS0	Greenwood-XC	Mountville	\$97.21	\$2,401.88
D0025	D1025	25	GNWDSCXCDS0	NTSXSCXARS0	Greenwood-XC	Ninety Six	\$60.65	\$1,378.18
D0007	D1007	7	GNWDSCXCDS0	SALDSCXADS0	Greenwood-XC	Saluda	\$138.34	\$3,553.53
D0026	D1026	26	GNWDSCXCDS0	TROYSCXARS0	Greenwood-XC	Troy	\$92.64	\$2,273.91
D0027	D1027	27	GNWDSCXCDS0	WRSHSCXARS0	Greenwood-XC	Ware Shoals	\$92.64	\$2,273.91
D0043	D1043	43	HDGSSCXARS0	MTVLSCXARS0	Hodges	Mountville	\$97.21	\$2,401.88
D0032	D1032	32	HDGSSCXARS0	NTSXSCXARS0	Hodges	Ninety Six	\$88.07	\$2,145.95
D0040	D1040	40	HDGSSCXARS0	SALDSCXADS0	Hodges	Saluda	\$174.90	\$4,577.23
D0033	D1033	33	HDGSSCXARS0	TROYSCXARS0	Hodges	Troy	\$115.49	\$2,913.72
D0034	D1034	34	HDGSSCXARS0	WRSHSCXARS0	Hodges	Ware Shoals	\$56.08	\$1,250.22
D0054	D1054	54	LRBYSCXARS0	LWCNSCAAL01	Laurel Bay	Low Country	\$60.65	\$1,378.18
D0035	D1035	35	LRBYSCXARS0	STHLSCXARS0	Laurel Bay	St. Helena Island	\$69.79	\$1,634.10
D0055	D1055	55	LWCNSCAAL01	RDLSCXARS0	Low Country	Ridgeland	\$69.79	\$1,634.10
D0056	D1056	56	LWCNSCAAL01	STHLSCXARS0	Low Country	St. Helena Island	\$92.64	\$2,273.91
D0044	D1044	44	MTVLSCXARS0	NTSXSCXARS0	Mountville	Ninety Six	\$83.50	\$2,017.99
D0015	D1015	15	MTVLSCXARS0	SALDSCXADS0	Mountville	Saluda	\$147.48	\$3,809.46
D0045	D1045	45	MTVLSCXARS0	TROYSCXARS0	Mountville	Troy	\$165.76	\$4,321.31
D0046	D1046	46	MTVLSCXARS0	WRSHSCXARS0	Mountville	Ware Shoals	\$97.21	\$2,401.88
D0041	D1041	41	NTSXSCXARS0	SALDSCXADS0	Ninety Six	Saluda	\$106.35	\$2,657.80
D0036	D1036	36	NTSXSCXARS0	TROYSCXARS0	Ninety Six	Troy	\$115.49	\$2,913.72
D0037	D1037	37	NTSXSCXARS0	WRSHSCXARS0	Ninety Six	Ware Shoals	\$115.49	\$2,913.72
D0042	D1042	42	SALDSCXADS0	TROYSCXARS0	Saluda	Troy	\$156.62	\$4,065.38
D0038	D1038	38	SALDSCXADS0	WRSHSCXARS0	Saluda	Ware Shoals	\$197.76	\$5,217.04
D0039	D1039	39	TROYSCXARS0	WRSHSCXARS0	Troy	Ware Shoals	\$152.05	\$3,937.42

Table 2 - Collocation

KEY CODES		Embarq - South Carolina	August 2014	
MRC	NRC	Physical and Virtual Collocation Elements		
		<b>Administrative, Engineering and Project Management Fees</b>	<b>MRC</b>	<b>NRC</b>
		New Collocation - Application Fee		\$2,766.41
		New Collocation - Admin., Transm. Engr. & Project Management Fee		\$5,835.10
		Minor Augment Fee		\$797.28
		Minor Augment - Administrative & Project Management Fee		\$753.52
		Minor Augment - Transmission Engineering Fee		\$553.58
		Major Augment Fee		\$1,637.82
		Major Augment - Administrative & Project Management Fee		\$1,970.47
		Major Augment - Transmission Engineering Fee		\$1,626.15
		Space Report (per wire center)		\$897.23
		<b>Security Cage Construction</b>	<b>MRC</b>	<b>NRC</b>
		Security Cage - Engineering		\$491.20
		Security Cage - Construction (Cost per Linear Foot)		\$47.43
		<b>Floor Space</b>	<b>MRC</b>	<b>NRC</b>
		Floor Space (Per Square Foot)	\$10.56	
		<b>DC Power</b>	<b>MRC</b>	<b>NRC</b>
		Power Costs - Per Load Ampere Ordered	\$18.42	
		Power Costs - Connection to Power Plant up to 30 Amps	\$20.27	\$1,326.78
		Power Costs - Connection to Power Plant 31-60 Amps	\$33.39	\$2,308.81
		Power Costs - Connection to Power Plant 61-100 Amps	\$111.12	\$8,558.67
		Add Per Foot Over 110 Linear Feet	\$2.04	\$164.76
		Power Costs - Connection to Power Plant 101-200 Amps	\$240.88	\$18,824.84
		Add Per Foot Over 110 Linear Feet	\$3.86	\$311.35
		<b>AC Power</b>	<b>MRC</b>	<b>NRC</b>
		Cost per AC Outlet Installation (per outlet 20 amps) (non-load use)		\$1,077.97
		Cost per Set of Overhead Lights		\$1,578.80
		<b>Cross Connect Facilities</b>	<b>MRC</b>	<b>NRC</b>
		DS0 Switchboard Cable Per 100-Pr	\$29.05	
		DS0 Co-Carrier Switchboard Cable Per 100 Pr.	\$8.71	\$516.78
		DS1 Cross Connect (Per 28 DS1s)	\$46.29	
		DS1 Co-Carrier Cross Connect (Per 28 DS1s)	\$10.20	\$527.88
		DS3 Cross Connect (Per 12 DS3s)	\$246.89	
		DS3 Co-Carrier Cross Connect (Per 12 DS3s)	\$24.29	\$1,814.57
		Optical Cross-Connect Per 4 Fibers	\$16.53	
		Optical Cross-Connect Co-Carrier Per 4 Fibers	\$10.49	\$206.92
		Internal Cable Space - Per 48 Fiber Cable	\$32.31	
		Internal Cable Space - Per 100 Pr Copper Stub Cable	\$20.93	
		Internal Cable - 48 Fiber	\$38.61	\$1,206.89
		Internal Cable - Per 100-Pr Copper Stub Cable	\$53.20	\$180.56
		<b>Security Card</b>	<b>MRC</b>	<b>NRC</b>
		Security Card - Per Card		\$15.00
		<b>Additional Labor Charges (Virtual or Physical)</b>	<b>MRC</b>	<b>NRC</b>
		Additional Labor 1/4 hour CO Technician - Regular		\$11.90
		Additional Labor 1/4 hour CO Technician - Overtime		\$17.85
		Additional Labor 1/4 hour CO Technician - Premium		\$23.80
		Additional Labor 1/4 hour CO Engineer		\$15.62
		Additional Labor 1/4 hour OSP Technician - Regular		\$13.59
		Additional Labor 1/4 hour OSP Technician - Overtime		\$20.39
		Additional Labor 1/4 hour OSP Technician - Premium		\$27.18
		Additional Labor 1/4 hour OSP Engineer		\$14.15
		<b>Adjacent On-Site Collocation</b>	<b>MRC</b>	<b>NRC</b>
		All Elements		ICB

Table 2 - Collocation

KEY CODES		Embarq - South Carolina		August 2014
MRC	NRC	Physical and Virtual Collocation Elements		
		Remote Terminal Collocation	MRC	NRC
		All Elements		ICB

**Carrier Partner for Interconnected VoIP Provider Amendment  
to the Interconnection Agreement between  
United Telephone Company of the Carolinas LLC dba CenturyLink  
and  
Onvoy, LLC  
for the State of South Carolina**

This Carrier Partner for Interconnected VoIP Provider Amendment (the "Amendment") is to the Interconnection Agreement between United Telephone Company of the Carolinas LLC dba CenturyLink ("CenturyLink"), and Onvoy, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, CenturyLink and CLEC entered into an Interconnection Agreement ("Agreement") for service in the state of South Carolina, concurrent with this Amendment that is also filed with the Commission, which, among other terms, required each party to provide for the exchange of Exchange Service (EAS/Local), IntraLATA LEC Toll, Transit, VoIP-PSTN Traffic and Jointly Provided Switched Access traffic; and

WHEREAS, CLEC wishes to act as a Carrier Partner for an Interconnected VoIP Provider, which obtains their own number resources pursuant to FCC Report and Order 15-70 ("VoIP Numbering Order"), released June 22, 2015. CLEC will provide a switch for its use and seeks to combine CLEC's traffic with Interconnected VoIP Provider's VoIP-PSTN Traffic and exchange such traffic with CenturyLink according to the terms of this "Carrier Partner for Interconnected VoIP Provider Amendment" (the "Carrier Partner Amendment"), subject to limitations and requirements of the Local Exchange Routing Guide ("LERG") and other applicable requirements, including but not limited to the Agreement and the Amendment; and

WHEREAS, the Parties have amended the Agreement in response to the Order that the Federal Communications Commission issued in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, effective December 29, 2011; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding specific terms and conditions under which CLEC exchanges traffic with CenturyLink as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must

generate, if necessary, updated customer documentation. In addition, all system updates will need to be completed by CenturyLink. Carrier Partner will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

### **Further Amendments**

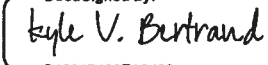
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Carrier Partner Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Carrier Partner Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

#### **Onvoy, LLC**

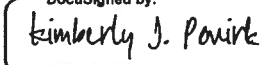
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 81604B160EA0420...  
 Signature

Kyle Bertrand  
 Name Printed/Typed

Vice President – NO/PM  
 Title

4/18/2018  
 Date

#### **United Telephone Company of the Carolinas LLC dba CenturyLink**

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 8E351004DF344F...  
 Signature

Kimberly J. Povirk  
 Name Printed/Typed

Director Sales Support  
 Title

4/18/2018  
 Date



**ATTACHMENT 1**

**The following language is added to the existing language, in the Agreement, in its entirety:**

**Definitions**

Carrier Partner is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with CenturyLink and demonstrates facilities readiness as described in the VoIP Numbering Order.

Denial of Service (DoS) is an action that prevents legitimate user(s) from using or being provided service.

Interconnected VoIP Provider is an entity that provides interconnected VoIP service, as that term is defined in 47 C.F.R. §9.3 and that obtains numbering resources as described in the VoIP Numbering Order.

**Terms of Carrier Partner Amendment**

1. Pursuant to the terms of this Amendment, CLEC will be exchanging with CenturyLink VoIP-PSTN Traffic, Transit and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on the CLEC's interconnection trunks.

- 1.1 Prior to CLEC exchanging traffic for an Interconnected VoIP Provider with CenturyLink, CLEC will notify CenturyLink and CenturyLink will confirm that the Interconnected VoIP Provider has entered into an "Interconnected VoIP Provider Numbering Agreement" with CenturyLink.
- 1.2 CLEC will notify CenturyLink when CLEC is no longer routing an Interconnected VoIP Provider's traffic on CLEC's interconnection trunks.
- 1.3 CLEC will provide such notifications to their CenturyLink Customer Account Manager (CAM).
- 1.4 CLEC will follow applicable procedures of the LERG and the CLEC Agreement in order to identify the OCNs and NPA-NXX(s) of the Interconnected VoIP Provider which will be associated with the CLEC's Switch and routed on the CLEC's interconnection trunk groups.
- 1.5 The Interconnected VoIP Provider may use a POI CLLI for code entry in LERG 6 and they must also designate the responsible CLEC Carrier Partner's end office CLLI as the Actual Switch ID in LERG 7 SHA.

2. CLEC and CenturyLink will continue to exchange traffic under the terms of the CLEC Agreement, including treatment of traffic terminating to CenturyLink end users. Solely for purposes of this Amendment, all traffic originated by parties utilizing CLEC and terminating to CenturyLink

end users or transiting CenturyLink to other providers will be treated as though originated by CLEC, including but not limited to terminating intercarrier compensation, Transit compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups.

3. No compensation for transiting traffic will be paid by CenturyLink to CLEC for traffic that CenturyLink sends through the CLEC to terminate to Interconnected VoIP Provider. All CenturyLink end user traffic will be treated as though it was terminated with the CLEC.

4. Interconnected VoIP Provider traffic will be included as the CLEC's responsibility in accordance with applicable terms of the Agreement.

5. This Amendment does not otherwise modify or supersede the terms and conditions of any agreement that CLEC may have with CenturyLink, including tariff, Interconnection and/or other agreements.

6. This Amendment does not authorize CLEC to bill CenturyLink on behalf of Interconnected VoIP Provider for any charges associated with transit traffic, terminating traffic or interconnection facilities, including, but not limited to any compensation arrangements contained in separate agreements or tariffs with CenturyLink.

7. CLEC will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for the Interconnected VoIP Provider's traffic per 47 C.F.R. § 64.1601 and industry standards.

8. CLEC agrees that CenturyLink may discontinue accepting all traffic delivered over CLEC's trunking where CenturyLink experiences from Interconnected VoIP Provider a Denial of Service (DoS) attack or such Interconnected VoIP Provider traffic otherwise contributes to the degradation of CenturyLink's network or CenturyLink's ability to provide service to its customers. CLEC agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to CenturyLink's subsequent acceptance of CLEC's other traffic. Following any such event, CLEC will establish a separate trunk group for the Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.

9. Where CLEC agrees to allow its interconnection trunks with CenturyLink to also be used for the routing of Interconnected VoIP Provider's traffic, CLEC will ensure traffic routed over such trunks is destined solely to the geographic area served by CenturyLink's switch as defined in the LERG.

10. CLEC agrees that CenturyLink will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead CLEC will be responsible as the Carrier Partner to provide such 911 services in accordance with applicable terms of the Agreement.

11. If CLEC chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider, they must have both a Commercial Interconnected VoIP Provider Numbering Agreement and this Amendment in order to route their Interconnected VoIP Provider traffic associated with that OCN on CLEC's interconnection trunks.